

# CERTIFICATE OF SERVICE

Republic/State of New Mexico  
 Subscribed and Affirmed  
 County of Bernalillo

I, Catherine C Ray, the undersigned mailer/server, being of sound mind and under no duress, do hereby certify, attest and affirm that the following facts are true and correct, to wit:

1. That, on the 4th day of December, 2019, that, on behalf of (name) Rick Rudy Benavidez, a human being, the undersigned personally deposited the following documents (listed below) inside the envelope, sealed them and transmitted them via the carrier indicated in item 2 below, to wit:

Item #	Document Description	Number of pages
1	Silver Surety Bond	3
2	Affidavit of Silver Surety	2
3	Ucc Financing Statement	4
4	Security Agreement	13
5	Private Registered Bond for Investment	1
6	Legal Demand Notice	1
7	Attachment A	1
8	Hold Harmless And Indemnity Agreement	1
9	Public Servant Questionnaire	1
10	Form 56 for Judge William P Johnson	2
11	Notice of Rogatory Appointment	3
12	Syntax Grammar of Indictment	4

Total of 12 documents with combined total of 50 pages.

2. That I personally mailed said document(s) via (initial those which apply):

☐ United States Postal Office, by regular mail, postage prepaid  
☐ United States Postal Office, by priority/certified mail, postage prepaid, tracking number: \_\_\_\_\_  
☒ United States Postal Office, by **Registered Mail # RE/RB 713 220 525** **US**,  
☐ Return Receipt Requested  
☐ United Parcel Service (UPS), tracking number # \_\_\_\_\_  
☐ Federal Express, tracking number # \_\_\_\_\_  
☐ Other (specify): \_\_\_\_\_

at said City and State, one (1) complete set of **ORIGINAL/COPIED (circle one)** documents, as described in item 1 above, properly enveloped and addressed to (addressee(s) and address(es)):

#	Recipient(s)
1	Clerk of Court :Mitchell-R: Elfers:
2	Judge :William-P: Johnson:
3	
4	

3. That I am at least 18 years of age;

4. That I am not related to Rick-Rudy Benavidez by blood, marriage, adoption, or employment, but serve as a "disinterested third party" (herein "Server"); and further,

5. That I am in no way connected to, or involved in or with, the person and/or matter at issue in this instant action.

I now affix my signature to these affirmations.

(Signature): [Signature], Mailer/Server

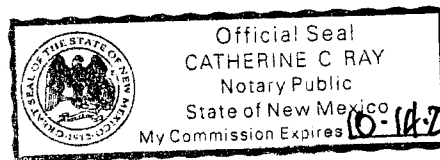
(Printed name): Rick Rudy Benavidez

## NOTARY PUBLIC'S JURAT

Subscribed and sworn to (or affirmed) before me on this 4th day of December, 2019, by Rick Rudy Benavidez, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me

Catherine C Ray

WITNESS my hand and official seal.

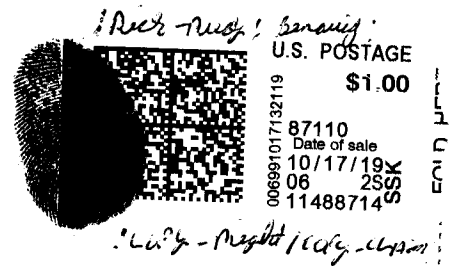


SEAL

Notary Public

My Commission Expires On: 10-14-22

Mitchell-R: Elfers: Principal  
[333 Lomas Blvd NW]  
[Albuquerque, New Mexico 87102]



IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO

UNITED STATES OF AMERICA

Plaintiff,

vs.

RICK BENAVIDEZ and  
DAMIAN MARON

Defendants.

)  
)  
)  
)  
)  
)  
)

REF Case#1:19-cr-00592-WJ

Registered claim # RB 713 220 525 US

Silver Surety Bond

Tendered to the court and prosecutor as holder in due course for their fiduciary duty and liability.

There appearing no bond of record by the prosecutor Sean J. Sullivan to initiate the matter regarding Case # 01:19-cr-00592-WJ and any other known associated account(s) relating to RICK BENAVIDEZ and DAMIAN MARON.

I, Rick-Rudy: Benavidez: conditionally accept all charges and plead guilty to the facts, but not to a charge or claim, and undertake settlement for full Accord and Satisfaction per UCC 3-311, as follows:

In consideration of the fact that no lawful money of account exists in circulation, and Article 1 Section 10 of the U.S. constitution specifying the only lawful money available for settlement of debt, and in consideration of the fact that I have suffered dishonor regarding the matter of Case # 1:19-cr-00592-WJ and associated account(s). I hereby underwrite this BOND and contract with both my private exemption #525719637, and with my possession offer of twenty-one (21) united States of America silver dollars in coin acting as surety collateral in lawful money, and as witnessed by the attached affidavit, for settlement regarding any and all obligations of performance/loss/costs sustained by the United States of America and the respectful citizens thereof, regarding said matter. This instrument is subject to enforcement per § 3-311:

UCC 3-311 - ACCORD AND SATISFACTION BY USE OF INSTRUMENT.

(a) If a person against whom a claim is asserted proves that (i) that person in good faith tendered an instrument to the claimant as full satisfaction of the claim

And...UCC 3-311 2(d) A claim is discharged if the person against whom the claim is asserted proves that within a reasonable time before collection of the instrument was initiated, the claimant, or an agent of the claimant having direct responsibility with respect to the disputed obligation, knew that the instrument was tendered in full satisfaction of the claim.

Enforcement remedies are available per:

**§ 3-307. NOTICE OF BREACH OF FIDUCIARY DUTY.**

(a) In this section:

(1) "Fiduciary" means an agent, trustee, partner, corporate officer or director, or other representative owing a fiduciary duty with respect to an instrument.

(2) "Represented person" means the principal, beneficiary, partnership, corporation, or other person to whom the duty stated in paragraph (1) is owed.

(b) If (i) an instrument is taken from a fiduciary for payment or collection or for value, (ii) the taker *has knowledge of the fiduciary status of the fiduciary*, and (iii) the represented person makes a claim to the instrument or its proceeds on the basis that the transaction of the fiduciary is a breach of fiduciary duty, the following rules apply:

(1) **Notice of breach of fiduciary duty** by the fiduciary is notice of the claim of the represented person.... (other clauses also apply)

I have further paid the freight of this vessel/document via stamp entitling me and this document to right of passage as postmaster per Universal Postal Union requirements.

Unless the court or prosecutor can swear under oath with full commercial liability as fiduciary, what other constitutionally required lawful money can be required provide ACCORD AND SATISFACTION BY USE OF INSTRUMENT TENDERED, this matter is settled, and all claims are satisfied upon tender. If anyone claims a Superior Claim to mine in the matter, let them bring forth their bond and bring their B10, or 410 claim forms, sworn to under penalty of perjury, as a damaged party with firsthand knowledge.

I now issue **Mandatory Judicial Notice** to this court to dismiss, settle, and set off with full satisfaction and accord, any claims in full, with prejudice due as no claim remains against my estate in this action. The party named Sean J. Sullivan, by default an their non response to rebut this offer point by point, now fails to state a claim for which relief can be granted at this time. The prosecutor or the court may now dismiss on their own accord as their initial charging instrument is now settled, satisfied and closed with full satisfaction and accord without disagreement to do so, unless they have remaining claims to make against RICK BENAVIDEZ.

If further necessary, I require the prosecutor to certify my right of subrogation using their own bond if necessary, which were underwritten using my name or derivatives thereof. This subrogation is for the purpose of settling all accounts related to this matter using existing collateral. I stand in honor having brought forth my superior bond and claims, thus inferior bonds or lack thereof should cause the release of all unverified remaining claims against defendant Rick Benavidez and Damian Maron upon receipt. As executor of the named estate vessel: RICK BENAVIDEZ, and as postmaster of this document vessel, instruct the appointed fiduciary trustee to be either the Clerk Mitchell R. Elfers , and/or Judge William P. Johnson, as necessary who is tasked to then discharge the case #1:19-cr-00592-WJ and discharge and dismiss any and all defendants with prejudice.

**TIMELY NOTICE AND DEFAULT**

Let this Bond and Contract stand for as full Accord and Satisfaction for securing subsequent, related, or superseding case accounts using this same Bond. If no superior claims are made or superior bonds are presented, or outright refusal per the Uniform Commercial Code, **You will have 10 calendar days** from the date of receipt of this communication to respond, whereby you will have to rebut each and every one of the accompanying governing "proof of claims" and/or provide facts and conclusions of law supporting your position. After those 10 days, this presentment, contract stands as agreed and binding by default, thus all related matters are considered settled, discharged, and dismissed. Enforcement right may be enforced in accordance with § 3-307. NOTICE OF BREACH OF FIDUCIARY DUTY regarding a

enforced in accordance with § 3-307. NOTICE OF BREACH OF FIDUCIARY DUTY regarding a registered security the US Postal service. Additionally, this contract subjects all parties to Binding per the Arbitration Federal Arbitration Act if necessary, prior to proceeding on the original related matter under case #1:19-cr-00592-WJ, and thus this contract acts as an estoppel in that matter until such time binding arbitration determination is confirmed.

Void where prohibited by law.

Done at [Bernalillo] county, [New Mexico], this 17th day of October 2019.

:Rick-Rudy: Benavidez:  
:Rick-Rudy: Benavidez: Principal  
:copy-right/copy-claim:

Delivered via Registered Mail# RB 713 220 525 US

:Rick-Rudy: Benavidez:  
copy-right/copy-claim  
c/o 13170 Central Ave Se Suite B pmb# 139  
Albuquerque, New Mexico [87123]  
non-domestic: without-US

State of New Mexico  
County of Bernalillo

### **AFFIDAVIT OF SILVER SURETY**

#### **Introductory Certification**

:Rick-Rudy: Benavidez: copy-right/copy-claim: the Undersigned Affiant, hereinafter "Affiant," does hereby solemnly affirm, declare, and state as follows:

1. Affiant is competent to state the matters set forth herewith.
2. Affiant has personal knowledge of the facts stated herein.
3. All the facts stated herein are true, correct, complete and not frivolous, in accordance with Affiant's best firsthand knowledge and understanding, and if called upon to testify as a witness Affiant shall so state.

#### **Plain Statement of Facts**

1. On November 26th, 2019 I, Affiant, did count out twenty-one (21) united States of America silver dollars in the presence two witnesses, indicated below.
2. All twenty-one (21) united States of America silver dollars in coin.
3. Affiant had both witnesses verify the count of twenty-one (21) united States of America silver dollars.
4. Affiant had the witnesses viewed the dates on each coin, and issued in united States of America silver dollars.
5. Affiant did take back all twenty-one (21) united States of America silver dollars into his possession to be held indefinitely.
6. Affiant, does hereby make this surety, pledge, bond under My seal, as full faith and credit guarantee under Seal in Lawful money of account of the united States of America, to any Lawful Bill (including True Bill) duly presented to the undersigned, in the matter of correct public judicial actions in the forum of Original Rules, Original Jurisdiction, for the benefit and credit of the particular private party listed above.
7. Affiant's stated use for the united States of America silver dollars is to be as a silver dollar bond establishing by witness of the undersigned, the good credit, in the sum certain amount of at least twenty-one (21) dollars in silver coinage, .900 fine, minted by the American Treasury, united States of America, Lawful specie dollars of the united States of America, available to bond the actions of the private party listed as Affiant while in the State of New Mexico and/or United States.
8. The Affiant now has a bond in tender of twenty-one (21) silver dollars, Coinage Act of A.D. 1792, Bond of Identity and Character as proof positive, competent evidence, that Affiant

cannot be bankrupt, the causa debeni, cannot be under the doctrine of cession bonorum, or a forma pauperis, dolus trust.

Rick Rudy Benavidez

:Rick-Rudy: Benavidez: Principal

c/o 13170 Central Ave Se Suite B  
pmb#139

Albuquerque, New Mexico

non domestic without the US

Mukti Arora

Witness 1 MUKTI ARORA

Paul Lulac

Witness 2 PAUL LULAC

Address 7109 TRAIL BLVD Address 7109 TRAIL BLVD

ALBUQUERQUE, NM

ALBUQUERQUE, NM

Dated this 26th day of the month of November, 2019

Further Affiant sayeth naught.

Rick Rudy Benavidez

:Rick-Rudy: Benavidez :copy-right/copy-claim:

### NOTARY'S VERIFICATION

Before me, the undersigned, A Notary Public for Bernalillo County, State of New Mexico, personally appeared Rick-Rudy: Benavidez who proved his identity to my satisfaction, and acknowledged the execution of this instrument this 26th day of October, 2019.

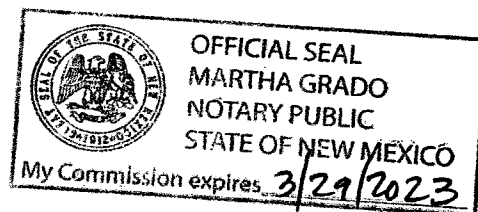
Martha Grado

Notary

My Commission expires:

November, 2019

3/29/2023



OFFICE OF THE NEW MEXICO SECRETARY OF STATE



**\*\*ELECTRONICALLY FILED\*\***  
Office of the New Mexico Secretary of State  
IFS Number: 20190073704F  
Filing Number: 20190073704F  
Filed on: 02/14/2019 05:28 PM  
Total Number of Pages: 2

**UCC FINANCING STATEMENT**  
FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
RICK RUDY BENAVIDEZ TRUST 5055076874
B. E-MAIL CONTACT AT FILER (optional)
KINGSLIQ@PROTONMAIL.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
RICK-RUDY: BENAVIDEZ C/O 13170 CENTRAL AVE SE STE B #139 ALBUQUERQUE, NM 87123 USA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. **DEBTOR'S NAME:** Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

OR	1a. ORGANIZATION'S NAME	RICK RUDY BENAVIDEZ TRUST			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
	1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
	3812 ROCK DOVE TRAIL NW	ALBUQUERQUE	NM	87120	UNITED STATES
OR	1a. ORGANIZATION'S NAME	RICK RUDY BENAVIDEZ;NON-ADVERSE;NON-BELLIGERENT;NON-COMBATANT PRIVATE FOUNDATION			
	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
	1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
	3812 ROCK DOVE TRAIL NW	ALBUQUERQUE	NM	87120	UNITED STATES

3. **SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY):** Provide only one Secured Party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME				
	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
	3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
	BENAVIDEZ	RICK-RUDY:			
	C/O 13170 CENTRAL AVE SE STE B #139	ALBUQUERQUE	NM	87123	UNITED STATES

4. **COLLATERAL:** This financing statement covers the following collateral:  
Please see attachment for collateral:

5. **Check only if applicable and check only one box:** Collateral is

- ☒ held in a Trust (see UCC1Ad, item 17 and Instructions)  
☐ being administered by a Decedent's Personal Representative

6a. **Check only if applicable and check only one box:**

- ☐ Public-Finance Transaction  
☐ Manufactured-Home Transaction  
☒ A Debtor is a Transmitting Utility

6b. **Check only if applicable and check only one box:**

- ☐ Agricultural Lien  
☐ Non-UCC Filing

7. **ALTERNATIVE DESIGNATION (if applicable):**

- ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☒ Bailee/Bailor ☐ Licensee/Licensors

8. **OPTIONAL FILER REFERENCE DATA:**

02/07/2019 . No Document



This is the entry of collateral by Trustee/Secured Party on behalf of the Trust/Estate; RICK RUDY BENAVIDEZ TRUST © in the Commercial Chamber under necessity to secure the rights, title(s), interest and value therefrom, in and of the Root of Title from inception, as well as all property held in trust including but not limited to DNA, cDNA, cell lines, retina scans, fingerprints and all Debentures, Indentures, Accounts, and all the Pledges represented by same included but not limited to the pignus, hypotheca, hereditaments, res, the energy and all products derived therefrom nunc pro tunc, contracts, agreements, and signatures and/or endorsements, facsimiles, printed, typed or photocopied of owner's name predicated on the 'Straw-man,' Ens legis/Trust/Estate described as the debtor and all property is accepted for value and is Exempt from levy. Lien places on debtor entities is for all outstanding property still owed but not yet returned to trust from entities such as municipalities, governments and the like , not on trust entity itself. Trustee is not surety to any account by explicit reservation/indemnification. The following property is hereby registered and lienied in the same: All Certificates of Birth Document 1974014210, SSN/UCC Contract Trust Account-prepaid account Number: 525-71-9637; Exemption Identification Number: 525719637, is herein lienied and claimed at a sum certain \$100,000,000.00, also registered: Security Agreement No. 09051974-RRB-SA, Hold Harmless & Indemnity Agreement No. 09051974-RRB-HHIA, Copyright under item no.: 09051974-RRB-CLC Adjustment of this filing is in accord with both public policy and the national Uniform Commercial Code. Trustee/Secured Party, Rick- Rudy: Benavidez, is living flesh and blood sojourning upon the soil of the land known as New Mexico, and not within fictional boundaries, territories nor jurisdiction of any fictional entity including fictional Federal geometric plane(s). Trespass by any agent(s) foreign or domestic, by such in any scheme or artifice to defraud. Full reverence by ALL AGENTS and Corporations is unambiguously demanded and required. Culpa est immiscere se rei ad se non pertienti. All property currently held or outstanding

# OFFICE OF THE NEW MEXICO SECRETARY OF STATE



**\*\*ELECTRONICALLY FILED\*\***  
Office of the New Mexico Secretary of State  
IFS Number: 20190073704F  
Filing Number: 20199749782C  
Filed on: 12/04/2019 10:15 AM  
Total Number of Pages: 16

## UCC FINANCING STATEMENT AMENDMENT FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
RICK RUDY BENAVIDEZ TRUST 5055076874
B. E-MAIL CONTACT AT FILER (optional)
KINGSLIQ@PROTONMAIL.COM
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
RICK BENAVIDEZ 13170 CENTRAL AVE SE, SUITE B #139 ALBUQUERQUE, NM 87123 USA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

### 1. INITIAL FINANCING STATEMENT FILE NUMBER 20190073704F

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT (full or partial):** Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

### 5. ☐ **PARTY INFORMATION CHANGE:**

Check one of these two boxes:

This Change affects ☐ Debtor or ☐ Secured Party of record

AND

Check one of these three boxes to:

☐ **CHANGE** name and/or address:  
Complete item 6a or 6b; and item 7a  
or 7b and item 7c

☐ **ADD** name:  
Complete item 7a or  
7b, and item 7c

☐ **DELETE** name: Give  
record name to be deleted in  
item 6a or 6b

### 6. CURRENT RECORD INFORMATION: Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)
			SUFFIX

### 7. CHANGED OR ADDED INFORMATION: Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
				COUNTRY

### 8. ☒ **COLLATERAL CHANGE:** Also check one of these four boxes: ☒ ADD collateral ☐ DELETE collateral ☐ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:

Silver Surety Bond Registered claim# RB 713 220 525 US, Affidavit of Silver Surety, Notice of Rogatory Appointment for Judge William P Johnson, IRS form 56 fiduciary duty for Judge William P Johnson, And syntax Grammar Of indictment for case#19-cr-00592-WJ.

**9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)

If this is an Amendment authorized by a DEBTOR, check here ☐ and provide name of authorizing Debtor

OR	9a. ORGANIZATION'S NAME			
	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
	BENAVIDEZ	RICK-RUDY:		

**10. OPTIONAL FILER REFERENCE DATA:**

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# SECURITY AGREEMENT

Non-Negotiable Private Agreement

## PARTIES:

**Party of the First Part:** RICK RUDY BENAVIDEZ TRUST<sup>o</sup> the COPYHOLD TRUST/Estate/Bailor also under any and all derivatives and variations in the spelling thereof, with the exception of "Rick-Rudy: Benavidez". Under account No. 525-71-9637 or EIN No.: \_\_\_\_\_, with **all** property Lawfully part of the TRUST held as a foreign Trust Estate 28 U.S.C. 1603(b)(3); 8 U.S.C. 1101(a)(14); 26 U.S.C. 7701(a)(31).

**Party of the Second Part:** "Rick-Rudy: Benavidez" (as "Trustee/Secured Party/Bailee") a Live Natural Man a flesh-and-blood Almighty God-created private Christian American sui juris sentient being; and an Ambassador of God Almighty (2nd Corinthians 5:20) Domiciled in New Mexico Republic and on religious sojourn through the UNITED STATES; One, who is as a "Non-resident alien" as defined within 26 U.S.C. 7701(b)(1)(B)], [sic, in regards the UNITED STATES [28 U.S.C. 3002(15)(A); U.C.C. 9-307(h)] with express, explicit, irrevocable reservation of **all** natural God-given & **unalienable** Rights; including but **not** limited by F.S.I.A. **without prejudice** U.C.C. 1-207; U.C.C. 1-308, U.C.C. 1-103.6 (Anderson's UCC) reserved ab initio, nunc pro tunc:

**Beneficiaries:** named in ADDENDUM TO MINUTES OF INITIAL MEETING OF TRUST, in which the trust is to the ultimate benefit for. Interest and use hereinafter held in trust and administered as trustee by: Rick-Rudy: Benavidez; hereinafter: real party authorized representative of the RICK RUDY BENAVIDEZ TRUST<sup>o</sup> TRUST/Estate.

## CAUSE:

This Security Agreement is made and entered into by and between TRUST and TRUSTEE/Secured Party Creditor respectively.

PERFORMANCE SECURITY  
PAYMENT SECURITY  
NEGOTIABLE DRAFT

RECEIVABLE SECURITY  
NEGOTIABLE SECURITY  
SECURED BY COLLATERAL

If any part or portion of this Security Agreement is found to be invalid or unenforceable, such part or portion shall not void any other part or portion as reasonably severable from said parts or portions, and does not affect the remaindered of the agreements.

## AGREEMENT

IN CONSIDERATION, TRUST grants all interests to Secured party in exchange for Secured Party, acting to manage, protect and defend all interests of TRUST, to create additional value, and to manage in the personal capacity to transmit business in the private or public capacity as necessary.

The collateral is described herein:

- All Schedules.
- All filings.
- All accounts.
- All fixtures.
- All derivatives.
- All registries.
- All certifications.
- All licenses.
- All bonds.
- All charters
- All treaties.
- All obligations due.
- All duties charged.
- All Articles of Incorporation.
- All Oaths.
- All applications.
- All acceptances.
- All insurances.
- All intellect.
- All beneficial interests including mutual funds, retirement funds, severance pay, college education funds, pension funds, well fare, charity, food stamps, Social Security.
- All UCC filings, in the nominee of BENEFICIARY as CREDITOR and all property referred as 'collateral' or 'surety'.
- All UCC filings in the nominee TRUST herein, as CREDITOR and all property referred as 'collateral' or 'surety'.

To secure all property, interest, income and benefits from TRUST'S entire estate, minus all liabilities.  
Security Agreement Page 1 Item# 09051974-RRB-SA

# SECURITY AGREEMENT

## Non-Negotiable Private Agreement

Including all sources derived from direct and indirect, absolute or contingent, due or future, and/or dismissed, abandoned, conveyed, transferred, held, and/or possessed in both the public and in private. This also includes: all agreements parole or expressed, held in trust, Estate, in rem, or receivable, including but not limited to pre-existing and future claims, and all potentials including the rights of subrogation. TRUSTEE/SECURED PARTY maintains the right of:

1. Signing for TRUST in all cases whatsoever wherein any signature of TRUST is required.
2. Issuing a binding commitment to extend credit or for the extension of immediately available credit, whether or not drawn upon and whether or not a chargeback is provided for in the event of difficulties in collection.
3. Providing the security by TRUST for payment of all sums due or owing, past, present and future.
4. Investigation of all sources of assets, exercise of faculties, and labor of SECURED PARTY, that provide the valuable consideration sufficient to support any contract which TRUST may execute or to which TRUST may be regarded as bound by to any person whatsoever and subjects TRUST to:
  - a. Voluntary entry of TRUST into the Commercial Registry.
  - b. Transfers, conveyances and assignments to Trustee/Secured Party, a security interest in all collateral and interests, including that described herein if necessary and in benefit of the trust.
  - c. Agreements to be, act, and function in law and commerce, as the unincorporated, proprietary trademark of RICK RUDY BENAVIDEZ TRUST © for exclusive and discretionary use by Trustee/SECURED PARTY in any manner that Trustee/SECURED PARTY elects.

## PUBLIC LAWFUL NOTICE

Filing or registration of this Security Agreement by any Party constitutes open, lawful, public notice that:

The law, venue, and jurisdiction of this Security Agreement is the ratified, finalized, signed, and sealed private contract freely entered into by and between TRUST and Trustee/SECURED PARTY and registered herewith. This Security Agreement is contractually complete herein and herewith and cannot be abrogated, altered, or amended, in whole or part, without the express, written consent of SECURED PARTY.

1. Trustee/SECURED PARTY signing, signs by/for TRUST, when necessary, in every manner where TRUST'S signature is required. TRUSTEE/SECURED PARTY reserves the right to make sufficient claims to secure such indebtedness until satisfied in whole.
2. All property of TRUST is assigned to TRUSTEE/SECURED PARTY for management, safekeeping, and all trust related business.
3. TRUST authorizes all uses of TRUST'S name in any manner TRUSTEE/SECURED PARTY elects.
4. All other uses of TRUST'S name must be done with express consent of TRUSTEE/SECURED PARTY, and is placed under copyright as seen in included common law copyright under number 09051974-RRB-CLC.
5. All legal means to protect the security interest being established by this Agreement will be used by TRUSTEE/SECURED PARTY.
  - a) Whenever necessary and all support needed by TRUSTEE/SECURED PARTY to protect security interest in the collateral herein identified or otherwise added will be provided by TRUSTEE/SECURED PARTY including but not limited by commercial/tort lien process, or any other necessary applicable means to secure trust property.

TRUST warrants that TRUSTEE/SECURED PARTY'S claim against the collateral is enforceable according to all STANDARD TERMS AND CONDITIONS expressed herein. In addition, all applicable laws promulgated for protecting the interests of a TRUSTEE/CREDITOR apply.

TRUSTEE/SECURED PARTY also warrants that it embraces and controls all interests to the collateral, free and clear of all actual and constructive lawful liens, levy and encumbrances. Encumbrances presented, to or belonging to TRUST, against the collateral therein shall remain secondary to this agreement, unless

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registered prior to the registration this agreement or the interest represented herein, establishing them as non-transferable, as is well-established in international commercial law.

TRUST shall promptly advise TRUSTEE/SECURED PARTY of any Claims and provide TRUSTEE/SECURED PARTY with full details of said Claims, *inter alia*, copy of all documents, correspondence, suits, or actions received by or served upon TRUST. TRUST shall fully cooperate with TRUSTEE/SECURED PARTY in any discussion, negotiation, or other proceeding relating to any Claim AS IT AFFECTS TRUST/TRUSTEE rights.

## GENERAL PROVISIONS

### Possession of Collateral

Collateral or evidence of collateral may remain in the possession of TRUST, to be kept at any location elected by TRUSTEE/SECURED PARTY. Notice of changes in location will be made to TRUST within ten (10) days of such relocation. TRUSTEE/SECURED PARTY agrees not to otherwise remove the collateral except as is expected in the ordinary course of business. TRUST agrees to acquire prior written authorization from TRUSTEE/SECURED PARTY for any and all uses of any collateral outside the general scope of practice. TRUSTEE/SECURED PARTY may possess all tangible personal property included in collateral, and have beneficial use of all collateral, and may use it in any manner elected and not be considered beneficiary. TRUSTEE/SECURED PARTY'S right to possession and beneficial use does not change ownership of trust property and is unaffected by any collateral that is in the possession of TRUST, even if such possession is required by other law to perfect TRUSTS interest in such collateral. If TRUST, at any time, has possession of any part of the collateral, TRUSTEE/SECURED PARTY shall be deemed to have exercised reasonable care in the custody and preservation of the collateral.

### Proceeds and Products from Collateral

All proceeds and products from the disposition of the collateral, for whatever reason, shall be held in trust by TRUSTEE/SECURED PARTY and shall not be commingled with any other accounts or funds without the express consent of TRUSTEE/SECURED PARTY. Notice of such proceeds must be delivered to TRUSTEE/SECURED PARTY immediately upon receipt. TRUST agrees not to sell, offer to sell, or otherwise transfer or dispose of the collateral, except for inventory sold or accounts collected in the ordinary course of TRUST'S public business. TRUST must not pledge, mortgage, encumber, or otherwise permit the collateral to be subject to any lien, levies, security interests, encumbrances, or charges, other than the security interests established by or through this Security Agreement, without the prior written consent of TRUSTEE/SECURED PARTY.

### Maintenance of Collateral

TRUST agrees to maintain all collateral in good condition and repair, and not to commit or permit damage to or destruction of the collateral or any part of the collateral. TRUSTEE/SECURED PARTY, and/or expressly authorized and designated representatives and agents, shall have the right at all reasonable times to examine, inspect, and audit the collateral wherever located. TRUST shall immediately notify TRUSTEE/SECURED PARTY of all cases involving the return, rejection, repossession, loss, or damage of or to any collateral, generally of all happenings and events affecting the collateral or the value or the amount of the collateral, and specifically, all requests for credit or adjustment of collateral, or dispute arising with respect to the collateral.

### Compliance with Law

TRUST shall comply promptly with all lawfully applicable laws, ordinances, and regulations of all properly authorized government authorities applicable with the production, disposition, or use of the collateral upon proof of claim. TRUST may contest in good faith any such law, ordinance, or regulation without compliance during a proceeding, including appropriate appeals, as long as TRUST/TRUSTEES interest in the collateral is protected and in no way jeopardized. TRUSTEE/SECURED PARTY may, upon election, intervene in any situation that appears to place the collateral in jeopardy.

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## Public Disputes

TRUST agrees to discharge all applicable taxes, assessments, and liens, when due, against any collateral in his possession; provided that such taxes, assessments, and liens are proved to be superior to the lawful claim established by this Security Agreement, and subsequently perfected by appropriate registration. In the event that TRUST elects to dispute such taxes, assessments, and liens, TRUSTEE/SECURED PARTY'S interest must be protected at all times, at the sole opinion of TRUSTEE/SECURED PARTY, who may, at his option, intervene in any situation that appears to jeopardize TRUSTEE/SECURED PARTY'S interest in protecting self-interest or that of the TRUST. TRUST may elect to continue pursuit of dispute of such taxes, assessments, and liens, only upon production of a surety bond by public claimant(s), in favor of TRUST/TRUSTEE sufficient to protect TRUST/TRUSTEE from loss, including all costs and fees associated with such dispute. Should public judgment against TRUST or any collateral result from such dispute, TRUST agrees to satisfy such judgment from its accounts established and managed by the UNITED STATES or its subdivisions, agents, officers, or affiliates appointed in due course to do so as not to adversely affect TRUST/TRUSTEES interest in the Collateral.

## SUBORDINATION OF TRUST'S DEBTS TO TRUSTEE/SECURED PARTY

Providing TRUSTEE/SECURED PARTY, subsequent to the execution of this agreement, perfects his security interest in the collateral by appropriate registration, TRUST agrees that its indebtedness to TRUSTEE/SECURED PARTY, whether now existing or hereafter created, shall have priority over unregistered claims that any third parties may raise against TRUST or the collateral, whether or not TRUST is or becomes insolvent. TRUST hereby expressly subordinates any claim that TRUST may have against TRUSTEE/SECURED PARTY, upon any account whatsoever, to the claims that TRUSTEE/SECURED PARTY has or will have against TRUST.

If TRUSTEE/SECURED PARTY so requests, all notes or credit agreements now or hereafter established, evidencing debts or obligation of TRUST to third parties, shall be marked with a legend that the same are subject to this agreement and shall be delivered to TRUSTEE/SECURED PARTY. TRUST agrees, and TRUSTEE/SECURED PARTY hereby is authorized, in the name of TRUST, to execute and file such financing statements and other commercial statements, as TRUSTEE/SECURED PARTY deems necessary or appropriate to perfect, preserve, and enforce his/her rights under this agreement.

## FIDELITY BOND

Know all men by these presents, that TRUST; RICK RUDY BENAVIDEZ TRUST®, establishes this bond in favor of TRUSTEE/SECURED PARTY: Rick-Rudy: Benavidez, in the sum of present Collateral Values up to the penal sum of One Hundred Million United States Dollars (\$100,000,000.00), for the payment of which bond, well and truly made, TRUST binds TRUST by these presents.

The condition of the above bond is: TRUSTEE/SECURED PARTY covenants to do certain things on behalf of TRUST, as set forth above in Agreement, and TRUST, with regard to conveying goods and services in Commercial Activity to TRUSTEE/SECURED PARTY, covenants to serve as a 'commercial' transmitting utility therefore and, as assurance of fidelity, grants to TRUSTEE/SECURED PARTY a Security Interest in the herein below described Collateral.

This bond shall be in force and effect as of the date hereon and until TRUST; RICK RUDY BENAVIDEZ, is released from liability by the written order of the UNITED STATES GOVERNMENT and provided that said TRUST'S Surety; Rick-Rudy: Benavidez may cancel this bond and be relieved of further liability hereunder by delivering thirty (30) day written notice to TRUST. No such cancellation shall affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period. In such event of notice of cancellation, TRUST agrees to reissue the bond before the end of said thirty (30) day period for an amount equal to or greater than the above-stated value of this Security Agreement, unless it is agreed otherwise.

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## INDEMNITY CLAUSE

TRUST, without the benefit of discussion or division, does hereby agree, covenant, and undertake to indemnify, defend, and hold TRUSTEE/SECURED PARTY harmless from and against all claims, losses, liabilities, costs, interests, and expenses, hereinafter referred to as "Claims" or "Claim". Claims include, without restriction, all legal costs, interests, penalties, fees and fines suffered or incurred by TRUST, in accordance with TRUSTEE/SECURED PARTY'S personal guarantee with respect to any loan or indebtedness of TRUST or collateral, including any amount TRUST might be deemed to owe to any CREDITOR for any reason whatsoever.

## OBLIGATIONS SECURED

The security interest granted herein secures all indebtedness and liability whatsoever of TRUST to TRUSTEE/SECURED PARTY, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and however evidenced.

## COLLATERAL

The collateral to which this Security Agreement pertains to, inter alia, is herein described below as personal and real property of TRUST. The collateral is now owned or possessed, and includes property hereafter acquired, by TRUST, in which TRUSTEE/SECURED PARTY now holds all security interests. TRUSTEE/SECURED PARTY retains all rights of use, including but not limited to, all principle, interests, proceeds, products, accounts, fixtures, and the Orders there from. All claims of TRUST are security interests released to TRUSTEE/SECURED PARTY for management thereof.

Before any of the herein itemized property can be disbursed, exchanged, sold, tendered, forfeited, gifted, transferred, surrendered, conveyed, destroyed, disposed of, or otherwise removed from TRUST'S possession, settlement with TRUSTEE/SECURED PARTY must be satisfied in full and acknowledgment of the same completed to the satisfaction of TRUSTEE/SECURED PARTY.

## COLLATERAL CLARIFICATIONS

- All collateral including contracts, attachments, fixtures, agreements, addendums, derivatives, proceeds, products, goods, and services.
- All collateral including assets and equity.
- All collateral including institutional, industrial, manufacturing, educational, agricultural, social, and cultural purposes and uses;
- All collateral including structures and fixtures above and below ground including: cottages, cabins, houses, barns, sheds, warehouses, greenhouses, penitentiaries, stores, markets, facilities, stations, fences, corrals, docks, arenas, theaters, halls, clubhouses, offices, chambers, and buildings for any use or purpose;
- All collateral including infrastructure including all roads, driveways, sewers, plumbing, electricity, communications, networks, plants, facilities, septic, sanitation, irrigation, drainage, walkways, paths, tunnels, chambers, power and energy sources, and waste management for all uses and purposes;
- All collateral including property developed and undeveloped.
- All collateral including receipts and proof of purchase, registrations, products, goods, services, and proof of clear title and ownership.
- All collateral includes crops, the host that the crops are harvested from and all harvested and un-harvested crops.
- All collateral includes materials processed, unprocessed, and raw materials and everything in between.
- All collateral including inventory harvested, un-harvested, pasteurized, unpasteurized, raw, unprocessed, processed, and produced and everything in between.
- All collateral includes inventory, products, goods and services;
- All collateral includes potential.
- All collateral accounts include all assets and rights, for all purposes and uses, from accounts, fixtures, cases, liens, levies, instruments, documents, contracts, bonds, stock, certificates, agreements,



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grants, acquisitions, assumptions, conveyors, utilities, transmitters, accounts receivable, write-offs, and set-offs.

- All collateral including assets including all gains, proceeds, equity, capital, accounts receivable, derivatives, depreciations, inventory, materials, products, goods, and services.
- All collateral includes agricultural assets including all livestock, chattels, and crops.
- All fixtures including attachments;
- All derivatives include all futures.
- All machinery, equipment, vessels, vehicles, crafts, and the like include all fixtures, accoutrements, baggage, and cargo affixed or pertaining thereto or stowed therein, *inter alia*: all motors, engines, ancillary equipment, accessories, parts, tools, instruments, electronic equipment, navigation aids, service equipment, lubricants, and fuels and fuel additives;
- All collateral includes the transfer of all Rights to buy, sell, trade, grow, raise, gather, hunt, trap, angle, and store food, fiber, and raw materials for shelter, clothing, survival and commercial and/or personal gain;
- All collateral may be used for any purpose or use TRUSTEE/SECURED PARTY elects;
- All collateral including income, principle, interest, benefits and gifts from every source;

TRUSTEE/SECURED PARTY herein claims all collateral and rights of TRUST(s) attached to:

1. All assets, including accounts, principle, interest, capital, proceeds, products, inventory, accounts, cases, papers, documents, contracts, receipts, fixtures, derivatives and proof of Owner's Equity;
2. All rents, leases, sales, salaries, wages, gains, and income;
3. All land, water, mineral, and air rights including rights;
  - a. All land including, residential, commercial, agricultural, forestry, parks and recreation, waterfront and beach, islands, atolls, and mining claims, leased, rented, or owned, developed and undeveloped;
  - b. All water rights including alluvial flow, lakes, rivers, oceans, aquifers, levies, banks, shores, streams, creeks, springs, ponds, reservoirs, contributories, beds, bars, deltas, swamps, pools, wells, irrigation, rain, snow, runoff, condensation, catches, basins, ditches, and troughs;
  - c. All mineral rights including minerals, metals, and mining and extraction right;
  - d. All air rights including the air itself and the space it exists in, plus all rights of marketing and extraction;
4. All accounts, bank and otherwise, including "safety deposit" boxes and the contents therein, credit card accounts, mutual fund, money markets, investment, portfolios, trust accounts, certificates of deposit, checking, savings, retirement plans, deposits, escrow, mortgage, college fund, stocks, bonds, securities, certificates on deposit, bonds, vacation, time share, certificates of deposit, drafts, futures, notes, options, puts, calls, pension plans, warrants, 401-K's, and the like;
5. All cash, coins, money, Federal Reserve Notes, and Silver Certificates;
6. All benefits from all tertiary or subsequent trust account;
7. All inventory and raw materials;
8. All machinery;
9. All equipment;
10. All vessels, including all boats, yachts, ships, and water craft;
11. All vehicles including autos, trucks, four-wheel vehicles, trailers, wagons, motorcycles, bicycles, tricycles, wheeled conveyances;
12. All crafts;
13. All aircraft, including gliders, balloons;
14. All motor homes, trailers, mobile homes, recreational vehicles, house, cargo, and travel trailers;
15. All fixtures, accoutrements, baggage, and cargo;
16. All agricultural assets including livestock, chattels, food, supplies, seeds, plants, chemicals, crops;
17. All computers, computer-related equipment and accessories, stored files and data and peripherals for all uses;
18. All office equipment including communications equipment, computers, printers, scanners, office copiers and office machines;
19. All electronics and equipment, including hobby, computers, printers, recreational and business applications and uses;
20. All aural/audio and/or video capturing, production, video recorders, cam recorders, voice recorders

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and/or reproduction systems and peripherals, films, tapes, sound tracks, compact discs, phonographs, jukeboxes, records, film, cameras, projectors, and televisions for all uses;

21. All musical instruments;
22. All manuscripts, booklets, pamphlets, treatises, treatments, monographs, stories, written material, libraries, plays, screenplays, lyrics, songs, music;
23. All books and manuals;
24. All aliases, identities, D/B/A and nicknames;
25. All Trademarks, Registered Marks, copyrights, patents, proprietary data and technology, inventions, royalties, good will;
26. All credentials, scholastic degrees, diplomas, honors, awards, meritorious citations;
27. All records, diaries, journals, photographs, negatives, transparencies, images, video footage, film footage, drawings, sound records, audio tapes, video tapes, computer production or storage of all kinds whatsoever;
28. All live scans and corporal identification factors, including RNA, DNA, gene bank information, blood and blood fractions, biopsies, tissue, body parts, organs, hair, teeth, nails, semen, eggs, urine, fluids or matter, voice-print, retinal image, fingerprints, footprints, palm prints, thumbprints, and said factors' physical counterparts, in any form, and all records, BEAST numbers, record numbers, and information pertaining thereto and the descriptions therefrom;
29. All biometrics data, records, information, patents, copyrights, and trademark and processes not elsewhere described, the use and proceeds thereof; and the use of the information contained therein or pertaining thereto;
30. All Rights to obtain, use, request, or refuse or authorize the administration of, any food, beverage, nourishment, or water, or any substance to be infused, ingested, injected into, or affecting the body by any means whatsoever;
31. All Rights to request, refuse, or authorize the administration of; any drug, manipulation, material, process, procedure, ray, or wave which alters, or might alter the present or future state of the body, mind, spirit, or will by any means, method, or process whatsoever;
32. All keys, locks, lock combinations, encryption codes or keys, safes, secured places, and security devices, security programs, and any software, machinery, or devices related thereto;
33. All Rights to access and use utilities upon payment of the same unit costs as the comparable units of usage offered to most-favored customers, *inter alia*, cable, electricity, garbage, gas, internet, satellite, sewage, telephone, water, www, and all other methods of communication, energy transmission, and food water and/or sustenance distribution;
34. All Rights to barter, buy, contract, sell, or trade ideas, products, services, or work;
35. All suppliers, manufactures, shippers, consultants, resources, employees, professionals, contractors, subcontractors, mailing lists, data bases, and customers;
36. All Names, Nominees, DBAs and Corporate Seals used and/or executed, registered, claimed, assumed, presumed, and/or filed, and the right to be executed and filed, under said names;
37. All intellectual property, goods, and services;
38. All signatures, signs and seals;
39. All insurance policies including life, health care, unemployment, workman's compensation, malpractice, risk, disability, homeowner's, automobile, business, license, renter's, hazard, and those against losses, damages, injuries and the like professional and private.
40. All present and future retirement incomes;
41. All nest eggs and hidden money in antiques, old vehicles and the like;
42. All survivorship rights and benefits;
43. All inheritances prior, present and future;
44. All prepaid burial plots, funeral expenses and services;
45. All applications, filings, correspondence, information, identifying marks, image licenses or travel documents, materials, permits, registrations, and records and records numbers held by any entity, for any purpose, however acquired, as well as the analyses and uses thereof, and any use of any information and images contained therein, regardless of creator, method, location, process, or storage form, *inter alia*, all processed algorithms analyzing, classifying, comparing, compressing, displaying, identifying, processing, storing, or transmitting said applications, filings, correspondence, information, identifying marks, image licenses or travel documents, materials, permits, registrations, and records

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and records numbers, and the like;

46. All library cards and rights;
47. All credit, charge, and debit cards, mortgages, notes, applications, card numbers, and associated records and information;
48. All court cases and judgments, past, present, and future, in any court whatsoever, and all bonds, orders, warrants, and other matters attached thereto or derived there from;
49. All jewelry, heirlooms, precious metals, bullion, coins, precious jewels, semi-precious stones, mounts, and any storage boxes within which said items are stored;
50. All tax correspondence, filings, notices, coding, record numbers, and any information contained therein, wherever and however located, and no matter by whom said information was obtained, compiled, codified, recorded, stored, analyzed, processed, communicated, or utilized;
51. All lotteries, overpayments, prepayments, prizes, rebates, refunds, returns, Treasury Direct Accounts, claimed and unclaimed funds, and all records and records numbers, correspondence, and information pertaining thereto or derived there from;
52. All agricultural crops, includes herbs, cultivated plants, growing plants, inventory, ancillary equipment, supplies, propagation plants, and seeds, and all related storage facilities, greenhouses, products of and for and all equipment, inventories, tools, supplies, contracts, accoutrements involved in the planting, tilling, harvesting, processing, preservation, and storage of all products of agriculture;
53. All farm, lawn, and irrigation equipment, accessories, attachments, hand-tools, implements, service equipment, parts, and supplies, and storage sheds and contents;
54. All fuel, fuel tanks, containers, and involved or related delivery systems;
55. All leisure and professional hobby, metal-working, woodworking, and other such machinery, and all ancillary equipment, accessories, consumables, power tools, hand tools, inventories, storage cabinets, toolboxes, work benches, shops, and facilities;
56. All leisure and sporting, fishing, hunting, and camping equipment, and all special clothing, materials, supplies, boats, Jet Ski's, trailers, snowmobiles, ATV's equipment, RV's, camping equipment of any kind and baggage related thereto;
57. All rifles, guns and related accessories, ammunition and the integral components thereof;
58. All radios, televisions, communication equipment, receivers, transceivers, transmitters, antennas, and towers, and all ancillary equipment, supplies, computers, software programs, wiring, and related accoutrements and devices;
59. All power-generating and/or transforming machines or devices, and all storage, conditioning, control, distribution, wiring, and ancillary equipment pertaining or attached thereto;
60. All hot tubs, Jacuzzis, and pools;
61. All personal and professional construction tools, equipment and supplies including water wells and well-drilling equipment, and all ancillary equipment, chemicals, tools, and supplies;
62. All shipping, storing, and cargo containers, and all chassis, truck trailers, vans, and the contents thereof; whether on-site, in transit, or in storage anywhere;
63. All building and development plans, permits, licenses, bonds, and insurances.
64. All communications and data, and the methods, devices, and forms of information storage and retrieval, and the products of any such stored information;
65. All books, drawings, magazines, manuals, and reference materials regardless of physical form;
66. All artwork, paintings, etchings, photographic art, lithographs, and serigraphs, and all frames and mounts pertaining or affixed thereto;
67. All food, and all devices, tools, equipment, vehicles, machines, and related accoutrements involved in food preservation, preparation, growth, transport, and storage;
68. All wedding bands and rings, watches, wardrobe, and toiletries;
69. All household goods and appliances, linens, furniture, kitchen utensils, cutlery, tableware, cooking utensils, pottery, antiques;
70. All businesses, corporations, companies, trusts, partnerships, limited partnerships, organizations, proprietorships, and the like, now owned or hereafter acquired, and all books and records thereof and there from, all income there from, and all accessories, accounts, trash, equipment, information, inventory, money, spare parts, and computer software pertaining thereto;
71. All packages, parcels, envelopes, or labels of any kind whatsoever which are addressed to, or intended to be addressed to, TRUST, whether received or not received by TRUST;

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72. All telephone numbers, and contacts;
  73. Any property not specifically listed, named, or specified by make, model, serial number, etc., is expressly herewith included as collateral of TRUST. This as it applies to any and all 'property' as described in detail and registered and filed under necessity in the exercise of the right of Redemption by TRUSTEE/SECURED PARTY and/or CREDITOR.
  74. Proceeds from BENEFICIARY'S property, labor and intellectual contributions from every source;
  75. TRUST'S CERTIFICATION OF BIRTH and including Application for Birth Certificate and File Number, and all other Certificates of Birth, Certificates of Living Birth, Notifications of Registration of Birth, or Certificates of Registration of Birth, or otherwise entitled documents of birth whether county, state, federal, or other either ascribed to or derived from the name of TRUST identified above, or based upon the above described birth document.
  76. All Immigration and legalization papers
  77. All Social Security BENEFITS
  78. All Driver Licenses # driver license number
  79. All UCC Filings and Number UCC File # plus all addendums
  80. All property listed on Legal Notices and Demands that are filed in TRUST'S county, state, and nation.
  81. All registration in county, state, national and international registries
- NOTE: TRUSTEE/SECURED PARTY reserves the right to add or amend this private Security Agreement as needed or as necessary by TRUSTEE/SECURED PARTY or expressly authorized representative.
82. building materials and prefabricated buildings, and all components or materials pertaining thereto, before or during manufacture, transportation, storage, building, erection, or vacancy while awaiting occupancy thereof;
  83. All construction machinery, equipment, supplies, resources, tools, vehicles and all ancillary equipment, supplies, materials, fuels, fuel additives, supplies, materials, and service equipment pertaining thereto;

## ADVISORY

All instruments and documents referenced/itemized above are accepted for value, with all related endorsements, front and back, in accordance with UCC § 3-419 and per intent of House Joint Resolution 192 of June 5, 1933. This Security Agreement is accepted for value, property of TRUSTEE/SECURED PARTY, and not dischargeable in bankruptcy court as TRUST is exempt from third-party levy. This Security Agreement supersedes all previous contracts or Security Agreements between TRUST and TRUSTEE/SECURED PARTY except for Contracts included.

TRUST agrees to notify all of TRUST'S former CREDITORS, future CREDITORS, and any possible purchasers of the herein-described Collateral status, of this Security Agreement.

This Security Agreement devolves on BENEFICIARIES and ASSIGNS, who take title to this Security Agreement, as TRUSTEE/SECURED PARTY to hold and enforce interests by CONSENSUAL AGREEMENT and Private Contract in deed and stead of BENEFICIARY.

TRUSTEE/SECURED PARTY maintains the right to sign for TRUST when and wherever the signature of TRUST will be required and necessary. TRUSTEE/SECURED PARTY signs for TRUST as 'agent' and/or 'AUTHORIZED REPRESENTATIVE' of TRUST. TRUSTEE/SECURED PARTY reserves the right to make sufficient claims to secure such indebtedness until satisfied in whole.

TRUSTEE/SECURED PARTY maintains all options and rights of transfer, and may issue an assignment of the complete Security Agreement or any division of parts therefrom. In the event of dishonor by TRUST, or difficulties in collection, TRUSTEE/SECURED PARTY has full authority and agreement to take all actions deemed necessary for acquisition of remedy and receivables by any means.

## BREACH OF CONTRACT

1. Any of the following events will establish a breach:
  - a. Failure by TRUST to pay TRUSTEE/SECURED PARTY any secured debts when due.
  - b. Failure by TRUST to perform any secured obligations when required to be performed.
  - c. Any breach of any warranty or guarantees by TRUST contained in this Security Agreement.

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- d. Any breach, loss, damage, expense, fee, custom, duty, or injury to TRUSTEE/SECURED PARTY by virtue of the Private Contract, or included on PRICE LIST.
- e. Failure to report any income or precedes accruing from any principles, interests, or transactions.
- f. Evidence that a statement, warranty, guarantee or representation made or implied, at any time, in this or other Agreements by TRUST, is false, misleading, or incomplete in any material respect made or furnished.

Dissolution or termination of TRUST'S existence as a legal entity or the insolvency of TRUST, upon the appointment of a receiver, for all or any portion of TRUST'S property, an assignment for the benefit of inferior CREDITORS, or the commencement of proceedings under bankruptcy or insolvency laws by or against TRUST.

Commencement of foreclosure by any other CREDITOR against TRUST or the collateral, garnishments or other attachments from obligations or debts due to TRUST from all accounts receivable, and/or other funds due and payable to TRUST at any time;

Any violation of this agreement will constitute a penalty in accordance with and outlined in the "Legal Notice and Demand".

TRUSTEE/SECURED PARTY now holds all interests in any and all property belonging to, in possession, use or control of TRUST.

## Cure of Breach

If a breach under this agreement is curable through an account held by TRUST but managed by the UNITED STATES or one of its subdivisions, agents, officers, or affiliates, such breach may be cured by TRUST with express consent and voluntary agreement by TRUSTEE/SECURED PARTY; and upon advice by the Fiduciary that the breach has been cured and no event of breach will be acted upon. A breach under this agreement, initiated by third party intervention, will not be considered a breach if such intervention is challenged by TRUST, in a good faith effort to confirm or disprove the validity or reasonableness of the public claim which is the basis of the public CREDITOR'S proceeding; but TRUST must, in that event, deposit such surety with TRUSTEE/SECURED PARTY as is necessary to indemnify TRUSTEE/SECURED PARTY from loss.

## Acceleration

In the event of breach, TRUSTEE/SECURED PARTY may declare any/entire indebtedness immediately due and payable without notice.

## Liquidation of Collateral

In the event of breach, TRUSTEE/SECURED PARTY shall have full power to privately or publicly sell, lease, transfer, trade, rent, exchange, or otherwise deal with the collateral, products or proceeds, in his own name, in the name of TRUST or other nominee. All expenses related to the liquidation of collateral shall become a part of TRUST'S indebtedness. TRUSTEE/SECURED PARTY may, at his discretion, transfer part or all of the collateral to his/her own name or to the name of nominee for the protection of trust property and the heirs and assigns as beneficiaries.

## Rights and Remedies

TRUSTEE/SECURED PARTY holds all rights and remedies of a Secured CREDITOR under the provisions of the Uniform Commercial Code (UCC), as the UCC has been adopted in the state where part or all of the collateral is located or presumed to be located, or Internationally as elected by TRUSTEE/SECURED PARTY. TRUSTEE/SECURED PARTY holds the right to proceed in Universal jurisdictions and venues, by self-help, or with or without a public court, tribunal, collection or enforcement agencies. Rights and remedies available to TRUSTEE/SECURED PARTY may be exercised singularly or jointly and in all venues and jurisdictions concurrently at the sole discretion and election of TRUSTEE/SECURED PARTY. The TRUST will bear all costs and liability to all actions.

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## MISCELLANEOUS PROVISIONS

### Amendments

This agreement and the related documents established mutual assent and a meeting of the minds. No alteration of, set-off or amendment to this agreement shall be effective unless expressed in writing under voluntary, noticed, informed consent of the TRUSTEE/SECURED PARTY.

### Applicable Law.

The Contract and Security Agreement is the law, and the law is the Contract and Security Agreement. The guidelines for the laws of the Contract and this Security Agreement, is the mutual assent and agreement of the Parties, expressed by the Contract and Security Agreement. It was modeled after, created from, and is supported by Private International Law, in accord with the Laws of Nations, International and Domestic Laws, supported by the Administrative Procedures Act, the Civil Procedure

Act, and the Uniform Commercial Code as adopted by International and state legislation of all U.S. States, and unwritten by Common Law, Contract Law, Cannon Law, Constitutional Law, Merchant Law, Property and Estate Law, Statutory Law, Civil Law, Tort Law, Commercial Law, Trade Law, Judiciary Laws Securities Law and Legislative Law, Executive Law, and most other forms of law in almost all jurisdictions and venues. It conforms to almost all other ABC organizations and agencies including GAAT, UNCITRAL, UNIDROIT, and CIGS. Case Law, aka, stare decisis, supports this Contract and Security Agreement, but is not ever cited for good cause. Common Law is only superseded by Equity Law when the Common Law does not provide for remedy.

It is impossible, and always will be, to address all the "Policies", "Signing Statements", and/or other unknown, undisclosed trickery, lies, deceptions and forms of fraud, embezzlement, organized crime, and RICO actions, used to override law and justice in today's world

### Expenses

TRUST agrees to pay for all losses, costs, fees, time, taxes, expenses, and professional fees, incurred by TRUSTEE/SECURED PARTY to collect or enforce the provisions of this agreement

## STANDARD TERMS AND CONDITIONS

All of the STANDARD TERMS AND CONDITIONS as set forth in "ATTACHMENTS 'A' – DEFINITIONS" Document Item Number: 09051974-RRB-AA apply hereto, plus all incidentals, some duplicated or left in the Security Agreement, for the purpose of convenience and/or comprehension. They shall not be considered in bad faith, unclear hands, misleading or nondisclosure as there is no intent of such by the TRUST or TRUSTEE/SECURED PARTY. Errors and Omissions are consistent with intent.

### Indebtedness

Debt is that which is owed; usually referencing assets owed. The word "indebtedness" means the debt evidenced by this Security Agreement, or a claim against TRUST, and all TRUST'S present and future possessions identified in this agreement as collateral; and all public obligations and debts ascribed to TRUST through contracts and agreements, whether expressed or implied, known or unknown, or actual or constructive. All claims made by TRUSTEE/SECURED PARTY against TRUST, whether existing now or in the future, whether they are voluntary or involuntary, due or not due, direct or indirect, absolute or contingent, liquidated or not, regardless of whether TRUST is or may be individually or jointly, obligated as, or beneficiary of, a surety or accommodation party are the collateral for the debt owed.

### Related Documents

The phrase "related documents" means all promissory notes, credit agreements, loan agreements, guaranties, Security Agreements, mortgages, deeds of trust, applications, accounts, licenses, policies,

# SECURITY AGREEMENT

## Non-Negotiable Private Agreement

permits, identification cards, account cards, receipts, forms, and all other documents and instruments that TRUST or its previous surety has or will execute in connection with TRUST'S total indebtedness.

The term *inter alia* may be used to include "related documents". It literally means 'among other things'.

## Notices

All notices required to be given by either party under this agreement, shall be in writing or Proof of Fax and shall be effective when actually delivered, when deposited with the United States Post Office or a nationally recognized delivery service that both parties agree to. Notice must be given to SECURED PARTY at the address shown on this Agreement or to such other address as designated to the other in writing.

## Severability

If one or more provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a qualified court finds that one or more provisions of this agreement is invalid or unenforceable, but that by limiting such provision(s) it would become valid or enforceable, such provision(s) shall be deemed to be written, construed, and enforced as so limited. In the event that such a finding and limitation causes damage or hardship to either party, the agreement shall be amended in a lawful manner to make all parties whole.

## Waiver of Contractual Right

The failure of either party to enforce one or more provisions of this agreement shall not be construed as a waiver or limitation of that PARTY'S right to subsequently enforce and compel strict compliance with every provision of this agreement. TRUSTEE/SECURED PARTY shall not be deemed to have waived any rights under this agreement unless such waiver is given in writing and signed by TRUSTEE/SECURED PARTY under voluntary, noticed, informed consent. No delay, error or omission on the part of TRUSTEE/SECURED PARTY in exercising a right or option shall operate as a waiver of such right or any other right. A waiver by TRUSTEE/SECURED PARTY of a provision of this agreement shall not prejudice or constitute a waiver of TRUSTEE/SECURED PARTY'S right otherwise to demand strict compliance with that provision or any other provision of this agreement. No prior waiver by TRUSTEE/SECURED PARTY, nor any course of dealing between TRUSTEE/SECURED PARTY and TRUST, shall constitute a waiver of TRUSTEE/SECURED PARTY'S rights or of TRUST'S obligations under this agreement as to future transactions. Whenever the consent of TRUSTEE/SECURED PARTY is required under this agreement, the granting of such consent by TRUSTEE/SECURED PARTY in one instance shall not constitute consent over the whole or any portion therefrom.

## Ambiguities and Interpretation

Each party acknowledges receipt of this agreement and has had the opportunity to have counsel and/or anyone they chose review it. Any rule of construction claiming ambiguities is to be resolved against the drafting party and shall not apply in the interpretation of this agreement or its amendments. All statements in this instrument are important to the parties. Misunderstandings have been resolved prior to execution.

## Authority to Represent

A signer of this agreement on behalf of a legal entity certifies that he/she has the authority to sign this agreement and that this transaction has been duly authorized by such entity.

## Gender

All references within this agreement to a specific gender include the other.

**Note:** TRUSTEE/SECURED PARTY reserves the right to satisfy any judgment, lien, levy, debt, or obligation, whether secured, unsecured, or purported to be secured, against TRUST by acceptance for value and return for adjustment, settlement and closure, executing a Bill of Exchange, or against the Fidelity Bond registered herewith under necessity, as the TRUSTEE/SECURED PARTY may select.

# SECURITY AGREEMENT

Non-Negotiable Private Agreement

## SIGNATURES

Applicable to all Successors and Assigns

TRUSTEE/SECURED PARTY executes this Security Agreement certified and sworn on TRUST'S unlimited liability true, correct, and complete, and accepts all signatures in accord with UCC § 3-419 INSTRUMENTS SIGNED

ROCK RUDY BENAVIDEZ TRUST ©

TRUST SIGNATURE

Party of the First Part

U.C.C. § 1-201(39)

Common Law Copyright 1992

[Signature]

Trustee/Secured Party's Signature

Party of the Second Part

Authorized Representative,

U.C.C. § 1-201(35)

All Rights Reserved

## WITNESSES

We the undersigned Witnesses hereby STAND and Attest that the fore signed, signed this document on the date listed supra, of their own Free Will, as witnessed by Our Signatures below:

[Signature]

First Witness Signature

Address: 7109 Tree Line Rd

ALB, NM

[Signature]

Second Witness Signature

Address: 7109 Tree Line Rd

ALB, NM



TO: Secretary of the Treasury / I.M.F.  
C/O DEPARTAMENT DE HACIENDA  
P.O. BOX 9024140,  
SAN JUAN, PR 00902-4140

## PRIVATE REGISTERED BOND FOR INVESTMENT

Value of Bond is: \$100,000,000.00  
ONE HUNDRED MILLION U.S. DOLLARS

**PRIVATE REGISTERED SELF BACKED BOND BASED ON FUTURE EARNINGS IN RE:  
LIVE BIRTH # 1974014210/** for Investment at the discretion of the Secretary of the  
Treasury/U.S. DEPARTMENT OF THE TREASURY as Fiduciary

Attention: Fiduciary/Receiver:

The below Undersigned Principal, Rick-Rudy Benavidez on behalf of the RICK RUDY BENAVIDEZ ESTATE/TRUST, herewith includes proof of the original issued instrument for basis of future value predicated or Certificate of Live Birth under Number 1974014210. Current value accepted and issued as credit as indicated at the same amount as this bond. All endorsements front and back, to be attached to the original. The Undersigned Principal being the only known legitimate party having ameliorated value into aforesaid, contributing of the credit assured therein.

Tendered in accordance with all applicable laws including but not limited to UCC 1-104 and Public Law 73-10 and Chap. 48, 48 Stat. 112.

### BOND ORDER

You are hereby directed to utilize said credit (asset funds) for sound investment purposes not including games of speculation. This bond valued at ONE HUNDRED MILLION (\$100,000,000) is issued to the treasury with a maturity date of 100 years hence bearing 1% interest per annum for a full value of \$100,000,000 at maturity date. This credit we issue with guarantee of ONE HUNDRED MILLION DOLLARS (\$100,000,000) to the treasury that we make with no request for money up front. In return we would like the treasury to use the credit of ONE HUNDRED MILLION DOLLARS (\$100,000,000) to make investment(s) of at least 2% per annum in safe non-speculative investments, 1% of which will be held on account or reinvested to continue to accrue and roll over to cover the bonds value at maturity. Please also note the below Trust Name & Address to be used for anything over the 1% per annum divisible on biannual basis accordingly available after the first term from the date of receipt indicated on the green card return receipt from acceptance. Please send overages in the form of a check for use by the trust in operations and other investments. This agreement creates full security of the funds as you are guaranteed to be paid as they will accrue in your control, furthermore we will also pledge the current and future assets of the trust as a guarantee of payment in full upon maturity or if it pleases the treasury to reissue another bond on the same basis. This Bond shall be ledgered as an asset to mature in One-Hundred (100) years from the date of issuance. The Secretary of the Treasury shall have Thirty (30) days from the date of receipt of this Bond, as witnessed by the date of receipt of sending, to dishonor this Bond by returning this Bond to the Principal at the address below by mail verified by return receipt, with an explanation of all deficiencies. Failure to return the Bond as stated shall constitute Acceptance and Honoring of this Bond.

All overages held and not distributed may be used at the discretion of RICK RUDY BENAVIDEZ ESTATE/TRUST for set-off of any private, commercial, corporate or Public bills, taxes, debts, money claims, demand(s) for payment(s) and the like, used in any regular course of business affairs as well as backing for lending institutions for lines of credit, to transmit electronic telex or other instruction to the vendor/creditor to remove 'edgered debt' from their books or for discharge/setoff for adjustment of account for settlement and/or closure. void where prohibited by law.

Trustee/Secured Party:

on behalf of RICK RUDY BENAVIDEZ ESTATE/TRUST  
\$812 ROCK DOVE TRAIL NW  
ALBUQUERQUE, New Mexico 87123

This instrument is backed by the full faith  
and credit of RICK RUDY BENAVIDEZ  
TRUST

## **LEGAL NOTICE AND DEMAND**

FIAT JUSTITIA, RUAT COELUM

*(Let right be done, though the heavens should fall)*



NON WAR POWERS  
ACT FLAG

**To: All State, Federal and International Public Officials,  
THIS IS A CONTRACT IN ADMIRALTY JURISDICTION**

**THIS TITLE IS FOR YOUR PROTECTION**

**Notice to Agent is Notice to Principal. Notice to Principal is notice to Agent.**

**Attention:** Any and all Governments, Municipalities, Cities, Townships, Public Officials, Lending Institutions, brokerage firms, credit unions, depository institutions and insurance agencies, credit bureaus and the aforementioned officers, agents, and employees therein: This is a notice of the law as applicable to your corporate and personal financial liability in the event of any violations upon the rights, privileges and immunities and/or being of Rick-Rudy: Benavidez or the trust in representation thereof. This Contract being of honor is presented under the "Good Faith (Oxford) Doctrine."

For a Collateral list that is subject to this documentation please see both Security Agreement under Item No.: 09051974-RRB-SA and SCHEDULE A.

Definitions as they apply to this Contract are enclosed in ATTACHMENT "A", and are included as a legal part of this Contract. Any dispute of any definition will be decided by the Undersigned.

I, Rick-Rudy: Benavidez, Trustee/Secured Party/Bailee, hereinafter the Undersigned, state the ensuing being of lawful majority age, clear head, and sound mind. All responses, requests and the like henceforth must be presented in writing, signed under penalty of perjury required by your law as shown in this Legal Demand and Notice (hereinafter "Contract"). The law stated herein is for your clarification, not an agreement/omission/contract/covenant that the Undersigned has entered or agreed to enter into any foreign jurisdiction.

It has recently come to my attention that the IRS, & the SSA, and the federal courts have willfully been making injurious "presumptions" which prejudice my Constitutional rights by trying to associate me with the "idem sonans", which is the all caps version of my Christian name which is in fact a trust previously associated with a "public office" in the United States government by virtue of the Social Security Number attached to it. Further information is to help clear up any presumptions and set the record straight.

The undersigned tendering this document is a Trustee/Secured Party/Bailee by fact; not:

- |                                   |  |
|-----------------------------------|--|
| 1) a Strawman Vessel in Commerce, | 1) the "United States of America",             |
| 2) Corporate Fiction,             | 2) the "government of the United States"       |
| 3) Legal Entity,                  | 3) the "State of New Mexico",                  |
| 4) <i>ens legis</i> ,             | 4) or to " <u>UNITED STATES Corporation</u> ", |
| 5) or Transmitting Utility,       |  |

also known as the corporate "UNITED STATES, "Corp. USA", "United States, Inc.", or by whatever name may currently be known or be hereafter named, or any of its subdivisions including but not limited to local, state, federal, and/or international or multinational governments, Corporations, agencies, or sub-Corporations, and any de facto compact (Corporate) commercial STATES contracting therein, including the "STATE OF NEW MEXICO", or by whatever name same may currently be known or be hereafter named, and the like.

Further, the undersigned is not:

- |                      |  |
|----------------------|--|
| 1) a citizen within; | to the " <u>UNITED STATES CORPORATION</u> " [28 U.S.C. §3002(15)(A)], also known |
| 2) surety for;       | as the corporate "UNITED STATES, "Corp. USA", "United States, Inc.", or by       |
| 3) subject of;       | whatever name it may currently be known or be hereafter named, (excluding the    |

- 4) an officer of
- 5) and does not owe
  - a. allegiance,
  - b. fealty, bond,
  - c. undertaking,
  - d. obligation,
  - e. duty,
  - f. tax,
  - g. impost,
  - h. or tribute

“united states of America” and the “government of the United States as created in the original “Constitution for the united States of America”, circa 1787”) or any of its agencies, or sub-Corporations, including but not limited to any de facto compact (Corporate) commercial STATES contracting therein, including but not limited to the “STATE OF NEW MEXICO”, or by whatever name it may currently be known or hereafter named (excluding the, “Republic of New Mexico”), and the like.

This is now being a matter of public record.

**The Vessel in Commerce** known as RICK RUDY BENAVIDEZ<sup>©</sup> initially created as a trust (also known by identifying numbers 525-71-9637/1974014210) by the Government/Parents for the benefit of the Undersigned, Rick-Rudy: Benavidez as beneficiary on 09/05/1974. On Thursday, February 07, 2019 a waiver of beneficial position was declared to take up the abandoned post of Trustee/Secured Party/Bailee to manage the affairs of RICK RUDY BENAVIDEZ TRUST<sup>©</sup> for the benefit of beneficiaries thereafter named in REGISTRY OF TRUST for the following reasons:

- 1) matters are not being handled with efficiency
- 2) in many respects matters are not being taken care of at all
- 3) usurpation of funds is occurring
- 4) there is rampant fraud and deceit
- 5) position of trustee has been left vacant or uncontested

Private Offset Account established at the United States Department of Treasury through a branch of the Federal Reserve Bank will remain in full effect from the initial date of creation with current office holder of Secretary of Treasury being provided appointment to trust to continue as fiduciary.

Fraud gives the victim of the fraud the right to terminate his relationship to the government:

“Si quis custos fraudem pupillo fecerit, a tutela removendus est. “  
If a guardian behaves fraudently to his ward, he shall be removed from the guardianship. Jenk. Cent. 39.  
[Bouvier's Maxims of Law, 1856.]

The similarity in the names of the Undersigned and the Vessel in Commerce, two distinct and separate legal entities, is testament to the undeniable propinquity. RICK RUDY BENAVIDEZ<sup>©</sup> TRUST, originally an incorporeal creation of Government/Parents, is dependent upon and only exists because Rick-Rudy: Benavidez, a Natural Man exists as a living, breathing, flesh and blood sentient being. The Government, being an incorporeal entity can only engage another incorporeal entity, and not a real flesh and blood human, and therefore the creation of a Vessel in Commerce known commonly as RICK RUDY BENAVIDEZ TRUST<sup>©</sup> was highly advantageous to Government to interface with.

Since the birth of the Undersigned, the Government has utilized the credit and future earning potential of the Undersigned, establishing and operating a Private Offset Account through the use of the Vessel in Commerce, RICK RUDY BENAVIDEZ<sup>©</sup> TRUST without the knowledge, consent, or permission of the Undersigned acting to the detriment of the beneficiary Rick-Rudy: Benavidez, against the basic precepts of a trust. During this time the Undersigned has unknowingly been functioning as the manager of the trust, and signing as an authorized representative for the Vessel in Commerce, by signing bank checks, applications for credit and notes on behalf of the Vessel in Commerce. Now, the Undersigned acts knowingly, not in a beneficial position but as manager/Trustee of the trust. The Undersigned has valid documentation waiving beneficial position for the position of Trustee/Secured Party/Bailee submitted as a matter of public record by which the Undersigned became Trustee/secured party/Bailee to RICK RUDY BENAVIDEZ TRUST<sup>©</sup>, and has full operating authority.

The Undersigned having full control of Trust **revokes all** permissions to the Government and/or any political subdivisions/Organizations to use copyrighted TRUST name RICK RUDY BENAVIDEZ<sup>©</sup> TRUST or trust in any fashion except by explicit written request/order in direction otherwise. Said name belongs to Trust in operation by trustees wherein the government/agencies thereof have no control as Trustee/Secured Party/Bailee having full mental capacity and ability to contract as well as natural right to trust holds a common-law trade-name, trademark, RICK RUDY BENAVIDEZ<sup>©</sup> as authorized representative (Attorney-In-Fact), as well as established validity of the Power of Attorney by continual non-contested use. The Private Offset Account established in the name of TRUST is the property of TRUST as well as any value that has been deposited in Private Offset Account is the property of TRUST, as any such value was created from the credit thereof. Account will remain in effect with appointment of fiduciary by Form 56.

**The Undersigned** now tendering this binding Legal Notice and Demand, having hereinabove declared Trustee/Secured Party's/TRUST's proper Legal Status and relation to the “Republic of New Mexico” and to the said de facto compact (Corporate)

commercial STATES, including the "STATE OF New Mexico", or by whatever name it may currently be known or hereafter named, does hereby state that the declarations and statements made herein are the truth, the whole truth and nothing but the truth to the best of Trustee/Secured Party's knowledge. Acknowledged by silence and acquiescence of the New Mexico SECRETARY OF STATE, also but not limited to any public officers, agents, contractors, assigns, employees, and subsidiaries of said office, regarding the Trustee/Secured Party's "NOTICE and DEMAND", is therefore accepted and agreed to be the truth.

With silence of Corporate Office "SECRETARY OF STATE" ratifies severances of any nexus or relationship between Trustee/Secured Party/Trust and the said de facto corporate commercial STATE offices; being fraudulently conveyed, operating under "Color of Authority". Let this be known by the "Good Faith (Oxford) Doctrine" to all men and women. The Undersigned nor Trust consent to any warrantless searches, or searches that are not compliant with the "Constitution for the united States of America", all of the Amendments of the Honorable "Bill of Rights", and/or the "Constitution of the State of New Mexico", whether the Undersigned or trusts dwellings, cars, land crafts, watercrafts, aircrafts, the Undersigned himself and current location, property, hotel rooms, apartments, business records, business, or machinery, vehicles, equipment, supplies, buildings, grounds, land in private possession or control of the Undersigned or Trust, past, present, and future, now and forevermore, so help me God.

This notice is in the nature of a Miranda Warning *"Where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them."* Take due heed of its contents. If, for any reason, you do not understand any of these statements or warnings, it is incumbent upon you to summon a superior officer, special prosecutor, federal judge, or other competent legal counsel, to immediately explain to you the significance of this presentment as per your duties and obligations in respect to this private formal, registered Statute Staple Securities Instrument. As per Title 11 USC 501(a), 502(a), and Federal Rules of Civil Procedure Sections 8-A, and 13-A, the claim or presumption that I, Rick-Rudy: Benavidez or RICK RUDY BENAVIDEZ<sup>©</sup> TRUST (simply know herein as Trust) as aforesated am not a citizen within, surety for, subject of, and do not owe allegiance, or fealty as aforesated to the any of the aforementioned or the like, and herein is forever rebutted by this counterclaim in Admiralty.

By this record let it be known that the Undersigned and Trust do not at any time waive any rights, capacities, privileges, immunities, defenses, or protections, as acknowledged by the "Constitution for the united States of America", the Honorable "Bill of Rights", and/or the "Constitution of the State of New Mexico", nonetheless, demanding that you protect these as you swore an oath(s) to do so. The Undersigned accepts you're lawfully required "Oath(s) of Office," bonds of any type, insurance policies, CAFR funds, and property of any type for protection and making whole. Furthermore, should you witness any public officers at this time, or any time past, present, or future violate any of the rights, privileges, immunities, defenses, or protections of the Undersigned or the Trust that he represents, it is your sworn duty (of oath) to immediately arrest, or have them arrested. You are legally required to charge them as you should any law breaker, regardless of officer's title, rank, uniform, cloak, badge, position, stature, or office; or you shall henceforth be accountable for monetary damages from, but not limited to, your monetary liability, your corporate bond, compensatory costs, punitive procurements, and sanctioned by attorney attributions.

**NOTE:** A true and correct copy of this Statute Staple Securities Instrument is on file not only with the Secretary of State's office, but also been delivered to several trusted parties apprising them of the Undersigned's policy of presenting this security instrument to each and every public officer who approaches the Undersigned or the Trust violating the Undersigned and/or Trusts unalienable rights including, but not limited to right of liberty and free movement upon any common pathway of travel. The Undersigned has a lawful right to travel, by whatever means, via land, sea or air, without any officer, agent, employee, attorney, or judge, in any manner willfully causing adverse effects or damages upon the Undersigned by an arrest, detainment, restraint, or deprivation. With regard to any encounter or communication with the de facto compact (Corporate) commercial STATES, including the "STATE OF New Mexico", or by whatever name it may currently be known or be hereafter named, the Undersigned will be granted the status and treatment of a foreign Sovereign, a foreign diplomat, by all customs officials. This document or the deposited copy thereof becomes an evidentiary document certified herein, as if now fully reproduced, should any court action be taken upon the Undersigned as caused by your acts under color of law with you, your officers, and employees.

**Take note;** you are now monetarily liable in your personal and corporate capacity. The Undersigned, notwithstanding anything to the contrary, abides by all laws in accordance with the "Constitution for the united States of America", the Honorable "Bill of Rights", and/or the "Constitution of the State of New Mexico" which are applicable to non-domestic non-assumpsit non-residents on sojourn. The Undersigned wishes no harm to any man or woman. You agree to uphold my "Right to Travel".

**BE WARNED, NOTICED, AND ADVISED** that in addition to the constitutional limits on governmental authority included in the "Constitution for the united States of America", the Honorable "Bill of Rights", and/or the "Constitution of the State of New Mexico", the Undersigned relies upon the rights and defenses guaranteed under Uniform Commercial Code(s), common

equity law, laws of admiralty, and commercial liens and levies pursuant, but not limited to, Title 42 U.S.C.A.(Civil Rights), Title 18 U.S.C.A. (Criminal Codes), Title 28 U.S.C.A. (Civil Codes), to which you are bound by office and oath, the "Constitution of the State of New Mexico", and NEW MEXICO penal codes, in as much as they are in compliance with the "Constitution for the united States of America", Bill of Rights, and/or the "Constitution of the State of NEW MEXICO", as applicable. There can be no violation of any of these laws unless there is a victim consisting of a natural flesh and blood man or woman who has been injured. When there is no victim, there is no crime committed or law broken.

**Remember in taking a solemn binding oath(s) to protect and defend the original Constitution for the United States of America circa (1787) and/or the Constitution of the State of New Mexico against all enemies, foreign and domestic, that violation(s) of said oath(s) is perjury, being a bad-faith doctrine by constructive treason and immoral dishonor. The Undersigned accepts said Oath(s) of Office that you have sworn to uphold.**

**This legal and timely notice, declaration, and demand is prima facie evidence of sufficient Notice of Grace. The terms and conditions of this presentment agreement are a quasi-contract under the Uniform Commercial Code and Fair Debt Collections Act. These terms and conditions are not subject to any or all immunities that you may claim, should you in any way violate The Undersigned's rights or allow violations by others. Your corporate commercial acts against The Undersigned or The Undersigned's own and your failures to act on behalf of same, where an obligation to act or not to act exists, are ultra vires and injurious by willful and gross negligence**

**The liability is upon you, and/or your superior, and upon, including any and all local, state, regional, federal, multijurisdictional, international, and/or corporate agencies, and/or persons representing or attached to the foregoing, involved directly or indirectly with you via any nexus acting with you; and said liability shall be satisfied jointly and/or severally at The Undersigned's discretion. You are sworn to your Oath(s) of Office, and I accept your Oath(s) of Office and your responsibility to uphold the rights of The Undersigned or The Undersigned's own at all times.**

**BILLING COSTS ASSESSED WITH LEVIES AND LIENS AND OR TORT UPON VIOLATIONS SHALL BE:**

<b>-Unlawful Arrest, Illegal Arrest, Restraint, Distraint, or Trespassing/Trespass</b>	without a lawful correct and complete 4th amendment warrant: \$2,000,000.00 (Two Million) US Dollars, per occurrence, per officer, official, agent, or Representative involved.
<b>-Excessive Bail, Fraudulent Bond, Cruel and Unusual Punishment, Violation of Right to Speedy Trial, Violation of Right to Freedom of Speech, Conspiracy, Aid and Abet, Racketeering, and or Abuse of Authority</b>	as per Title 18 U.S.C.A., §241 and §242, or definitions contained herein: \$2,000,000.00 (Two Million) US Dollars, per occurrence, per officer, official, agent, or Representative involved.
<b>-Assault and Battery with Weapon:</b>	\$3,000,000.00 (Three Million) US Dollars, per occurrence, per officer, official, agent, or Representative involved.
<b>-Unlawful Distraint, Unlawful Detainer, or False Imprisonment:</b>	\$5,000,000.00 (Five Million) US Dollars, per day, per occurrence, per officer, official, agent, or Representative involved, plus 18% annual interest.
<b>The Placing of an Unlawful or Improper Lien, Levy, Impoundment, or Garnishment against any funds, bank accounts, savings, accounts, retirement funds, investment funds, social security funds, intellectual property, or any other property belonging to the Secured Party by any agency:</b>	\$2,000,000.00 (Two Million) US Dollars per occurrence, and \$100,000.00 (One Hundred Thousand) US Dollars per day penalty until liens, levies, impoundments, and/or garnishments are ended and all funds reimbursed, and all property returned in the same condition as it was when taken, with 18 % annual interest upon the Secured Party's declared value of property.

-Assault or Assault and Battery without Weapon; -Unfounded Accusations by officer of the court; -Denial and or Abuse of Due Process; -Obstruction of Justice; Reckless Endangerment, Failure to Identify and/or present credentials and/or Failure to Charge within 48 (Forty-Eight) Hours after being detained; -Counterfeiting Statute Staple Security Instruments; -Unlawful Detention, or Incarceration; -Incarceration for Civil or Criminal Contempt of court without lawful, documented-in-law, and valid reason; -Disrespect by a Judge or Officer of the Court; -Threat, Coercion, Deception, or Attempted Deception by any Officer of the Court; -Coercing or Attempted Coercion of the Trustee/Secured Party/Bailee to take responsibility for the trust against his Will:

\$2,000,000.00 (Two Million) US Dollars, per occurrence, per officer, official, agent, or Representative involved.

-Destruction, Deprivation, Concealment, Defacing, Alteration, or Theft, of Property

including buildings, structures, equipment, furniture, fixtures, and supplies belonging to the Secured Party will incur a penalty equal to the total new replacement costs of property, as indicated by Secured Party, including but not limited to purchase price and labor costs for locating, purchasing, packaging, shipping, handling, transportation, delivery, set up, assembly, installation, tips and fees, permits, replacement of computer information and data, computer hardware and software, computer supplies, office equipment and supplies, or any other legitimate fees and costs associated with total replacement of new items of the same type, like kind, and/or quality, and quantity as affected items. The list and description of affected property will be provided by the Secured Party and will be accepted as complete, accurate, and uncontestable by the agency, or Representative thereof that caused such harm or deprivation of rights. In addition to the aforementioned cost, there will be a \$200,000.00 (Two Hundred Thousand) US Dollars per day penalty until property is restored in full, beginning on the first day after the occurrence of the incident, as provided by this Contract.

The Undersigned does not grant entrance under any circumstances to enter any property at which the undersigned is located, leasing, owns or controls at any time for any reason without the Undersigned's express written permission.

Violation of this Notice will be considered criminal trespass and will be subject to a \$2,000,000.00 (Two Million) lawful US Silver dollar penalty plus damages, per violation, per violator.

All penalties contained herein will be subject to a penalty increase of \$1,000,000.00 (One Million) US Dollars per day, plus interest, while there is any unpaid balance for the first (30) days after Default of payment. This penalty will increase by 10% per each day until balance is paid in full, plus 18% annual interest, beginning on the thirty first (31<sup>st</sup>) day after Default of payment. All penalties in this document are assessed in lawful money and are to be paid in one troy ounce US Silver Dollars that are .999 pure silver or equivalent par values in legal tender or fiat paper money. Par value will be determined by the value established by a one troy ounce .999 pure silver coins at the US MINT, or by law, whichever is highest in value at the time of the incident. Any dispute over the par value will be decided by the Undersigned, or The Undersigned's designee.

#### CAVEAT

The aforementioned charges are billing costs derived from, but not limited to, Uniform Commercial Codes, the Fair Debt Collection Practices Act and this Contract. These charges shall be assessed against persons, governmental bodies, and corporate entities supra, or any combination thereof when they individually and/or collectively violate the Undersigned/Trust rights, privileges, capacities, and immunities under the "Constitution for the united States of America", the Honorable "Bill of Rights" and/or "Constitution of the State of NEW MEXICO", each of which establishes jurisdiction for you in your normal course of business. All violations against the Undersigned/Trust will be assessed per occurrence, and individually and personally; Representative of any branch of government, agency, or group that is involved in any unlawful action against The Undersigned.

By your actions, carried out to The Undersigned/Trust's harm, said actions being *ultra vires* of the limits of power properly placed on the exercise of authority and power of such office and made in conflict with your oath(s) of office or of that of your principal you shall lack recourse for all claims of immunity in any forum. Your knowing consent and admission of perpetrating known acts by your continued *ultra vires* enterprise is a violation of The Undersigned/Trust rights, privileges, capacities, and immunities. This Statute Staple Securities Instrument exhausts all state maritime Article 1 administrative jurisdictions and protects Article III court remedies, as guaranteed in the Constitution for the united States of America, including but not limited to Title 42 U.S.C.A, Title 18 U.S.C.A (including, but not limited to § 242 thereof), and Title 28 U.S.C.A. In short All Rights Reserved.

#### IGNORANCE OF THE LAW IS NO EXCUSE

**I, Rick-Rudy: Benavidez**, Trustee/Secured Party/Bailee am the principal, and you are the agent. Fail not to adhere to your oath(s), lest you be called to answer before one God and one Supreme Court of Exclusive and Original Jurisdiction, which is the court of first and last resort, not excluding my "Good Faith Oxford Doctrine" by my conclusive Honorable "Bill of Rights."

**This Statute Staple Securities Instrument** is not set forth to threaten, delay, hinder, harass, or obstruct in any manner, but rather to protect guaranteed Rights and Defenses assuring that at no time my Inalienable Rights are ever waived or taken from the undersigned against my will by threats, duress, coercion, fraud, or in any case without my express written consent of waiver. None of the statements contained herein intend to threaten or cause any type of physical or other harm to anyone. The statements contained herein are to notice any persons, whether real or corporate, of their potential personal, civil and criminal liability if and when such persons violate The Undersigned/Trust's Unalienable Rights as protected by the original "Constitution for the united States of America" circa (1787), "Bill of Rights" and/or the "Constitution of the State of New Mexico." A bona fide duplicate of this paperwork is safely archived with those who testify under oath that it is The Undersigned's stated standard policy to ALWAYS present this NOTICE to any public or private, officer, official, or agent attempting to violate The Undersigned's rights. It is noted on the record that by implication of said presentment, this notice has been tendered by way of certified mail to SECRETARY OF STATE. Said presentment is prima facie evidence of your receipt and acceptance of this presentment in both your official and personal capacity, jointly and severally for each and all governmental political and corporate bodies. Any other individuals who have been, are, or hereafter are involved in any actions now existing or that may arise in the future against The Undersigned shall only correspond to The Undersigned in writing while signing under penalty of perjury pursuant but not limited to Title 28 U.S.C.A. §1746.

### SUMMATION

Should you move against The Undersigned or Trust in defiance of this presentment, there is no immunity from prosecution available to you, or any of your fellow public officers, officials of government or private corporations, judges, magistrates, district attorney, clerks or any other persons who become involved in any actions now existing or that may arise in the future against The Undersigned or Trust by way of aiding and abetting other actors. Take due heed and govern yourself accordingly. Any or all documents tendered to The Undersigned/Trust, lacking bona-fide ink signatures or dates per Title 18 U.S.C.A. § 513-514 are counterfeit security instruments causing you to be liable in your corporate and personal capacity by fraudulent conveyance now and forevermore. If and when you cause any injury and/or damages to the Undersigned or Trust, by violating any of the rights, constitutional rights, civil rights, privileges, immunities, or any terms herein, you agree to willingly, with no reservation of rights and defenses, at the written request of the Undersigned/Trust, surrender, including, but not limited to, any and all bonds, public and/or corporate insurance policies; and/or CAFR funds as needed to satisfy any and all claims as filed against you by the Undersigned or Trust. This applies to any and all Representatives, severally and individually of the "united States of America", the "government of the United States as created in the original Constitution for the united States of America, circa 1787", the "State of New Mexico", i.e., "Republic of New Mexico", or to your "UNITED STATES CORPORATION", also known as the corporate "UNITED STATES, "Corp. USA", "United States, Inc.", or by whatever name same may currently be known or be hereafter named, or any of its subdivisions including but not limited to local, state, federal, and/or international or multinational governments, Corporations, agencies, or sub-Corporations, and any de facto compact (Corporate) commercial STATES contracting therein, including the "STATE OF NEW MEXICO", or by whatever name same may currently be known or be hereafter named, and the like.

This document cannot be retracted by any Representative, excluding the Undersigned on this registered document, for one hundred years from date on this legally binding **Statute Staple Security Instrument**.

### ATTENTION:

Unless this is rebutted within the time limit contained herein, and the conditions of the rebuttal are met, you, or any Representative in any capacity of any agency, government, Corporation, or the like, agree to abide by this Contract anytime you interact with The Undersigned. This document will be on file in the public record. Your Failure to timely rebut the statements and warnings herein constitute your complete, tacit agreement with all statements and warnings contained herein. Your presumptions that the Undersigned/Trust is a "Corporate Fiction" or "Legal Entity" under the jurisdiction of the "Government of the United States" and/or "UNITED STATES Corporation", and that the Undersigned or trust is under the jurisdiction of the "UNITED STATES Corporation" are now and forever rebutted

Your failure to timely make rebuttal so leaves you in the position of accepting full corporate and personal responsibility for any and all liabilities for monetary damages, as indicated herein, that Undersigned or Trust incurs by any adversely affecting injuries caused by your overt, or covert actions, or the actions of any of your fellow public officers and agents in this or any other relevant matters as described herein or related thereto in any manner whatsoever. You have Thirty (30) days, from the date of

receipt of these documents by the Secretary of State's office, to respond and rebut the presumptions of any portion or this entire document/Contract, or you stand in total agreement to each and every statement made herein, by submitting to the Undersigned:

- 1) signed, certified, authenticated documents of the laws that rebut these declarations point by point
- 2) In written form with legal/lawful, verified, certified documentation in law, with copies of said law enclosed.
- 3) Parties making rebuttals to this agreement must print or type their full name and sign their rebuttal in blue ink.
- 4) Must be accompanied with a copy of proper identification for the person making the rebuttal, such as a driver license, passport or birth certificate, a copy of the person's badge and/or other identification that signifies the person's official capacity, and provide the following information:
  - a. full legal name
  - b. address;
  - c. name of department, bureau, agency, or Corporation by which the person is employed or acts as a Representative
  - d. supervisor's name and mailing address
- 5) certified copy of oath(s) of office if such is required by law;
- 6) if a member of the state bar, a certified copy of the person's bar card and license to practice law;
- 7) if the person is required by law to be bonded
  - a. a certified copy of the person's official bond,
  - b. name, address, and phone number of the bonding company;
- 8) if covered by a corporate insurance policy
  - a. a certified copy of the insurance policy
  - b. the name, address, and phone number of the insurance company
- 9) if a beneficiary of a CAFR
  - a. a certified copy of the CAFR policy
  - b. the name, address and phone number of the administrator.
- 10) This documentation must be provided on and For the Record under penalties of the law including perjury.

**Note: Non-response and not acting on this notice can and most likely will result in the following crimes: 18 U.S.C. 911 impersonating a U.S. citizen, 18 U.S.C. 912, impersonating a public officer. Under 18 U.S.C. 3 and 4, you as the non-responder will be liable for misprision of felony and accessory after the fact in protecting the crimes that would result from inaction on your part. Partial response without rebuttal is agreement. Any points left unrebutted are points in agreement. Ignorance of the law is no excuse. Therefore, the Constitution places the burden of proof back upon the government, as required by the Administrative Procedures Act, 5 U.S.C. §556(d).**

**ALL OTHER CORPORATIONS** not limited to: telephone companies, cable companies, utility companies, contractors, builders, maintenance personnel, investors, journeymen, inspectors, law enforcement officers, officers of the court, manufacturers, wholesalers retailers, and all others, including all persons natural or fictional, including, but not limited to corporations, limited liability companies, limited liability partnerships, limited and general partnerships, trusts, foundations, DBAs, and AKAs are bound by all paragraphs, terms, and conditions herein, regardless of the nature of limited liability corporation(s) or affiliations such as "DBA's," "AKA's," incorporations, or any types of businesses in commerce as deeded by this securities agreement and decree.

**YOU ARE FINALLY NOTICED**, having been given knowledge of the law and your personal financial liability in event of any violations of The Undersigned's rights and/or being. **This Statute Staple Securities Instrument** now in your hand constitutes timely and sufficient warning by good faith notice and grace regardless of your political affirmations

**Additional Rights and Defenses – Twenty-Five sovereign "People" Magna Carta Grand Jury:** In addition to any other rights or defenses that are afforded to The Undersigned by right and by this Contract, the Undersigned has the right to appeal to a "Twenty Five sovereign "People" Magna Carta Grand Jury" for the restoration of property, liberties, or rights of which The Undersigned has been dispossessed by an "Oppressing Government" or its Representatives. If The Undersigned shall have been dispossessed by the "united States of America", the "government of the United States", the "State of New Mexico", or the "UNITED STATES Corporation", or any Representative thereof without a legal verdict of the Undersigned's Peers, of the Undersigned's property, liberties, or rights, even if such taking was by way of lien, levy, attachment, or garnishment, the Oppressing Government entity or Representative thereof shall immediately restore these things to the Undersigned. Should the Oppressing Government or Representative thereof fail to restore the property, liberties, or rights of which the Undersigned has been dispossessed, then the Undersigned may by right bring the matter before four of the sovereign "People" asking for relief from the transgressions of the Oppressing Government or Representative thereof. The four sovereign "People shall petition the Oppressing Government for a redress of grievances, showing to the Oppressing Government its error, and asking the Oppressing



Government to cause that error to be amended without delay. Should the Oppressing Government not amend that error within a term of forty (40) days from the time when the petition for redress of grievances is presented to the Oppressing Government, the four sovereign "People" shall refer the matter to the remainder of the "Twenty Five sovereign "People" Magna Carta Grand Jury" and they shall distraint and oppress the Oppressing Government and its Representative by taking their property and possessions in every way that they can, until amends shall have been made according to their judgment. Any citizen of the united States of America, the United States, or of the several States may swear to assist in carrying out the judgment of the "Twenty Five sovereign "People" Magna Carta Grand Jury", and with them any such citizen may take the property and possessions of the Oppressing Government. If any citizens be unwilling to swear to assist in carrying out the judgment of the "Twenty Five sovereign "People" Magna Carta Grand Jury", the "Twenty Five sovereign "People" Magna Carta Grand Jury" shall make them to swear by the mandate of the "Twenty Five sovereign "People" Magna Carta Grand Jury". At all times the decision of a majority of the "Twenty Five sovereign "People" Magna Carta Grand Jury" shall be considered binding and valid on the whole. And the aforesaid Twenty Five shall swear that they will faithfully observe all the foregoing, and will cause them to be observed to the extent of their power. The Oppressing Government or representative shall obtain nothing from any one, either through itself or through another, by which the powers of the "Twenty Five sovereign "People" Magna Carta Grand Jury" may be revoked or diminished. And if any such thing shall have been obtained, it shall be vain and invalid, and the offending government or reprehensive shall never make use of it either through itself or through another. The judgment of the "Twenty Five sovereign "People" Magna Carta Grand Jury", both by rule of law longtime standing and by the terms of this Contract, shall not be overturned by court, as there is no higher court in the realm.

#### NOTICE TO CLERK AND RECORDER

Pursuant to Title 18 U.S.C., chapter 101 § 2071(b), "Whoever, having the custody of any such record, proceeding, map, book, document, paper, or other thing, willfully and unlawfully conceals, removes, mutilates, obliterates, falsifies, or destroys the same, shall be fined under this title or imprisoned not more than three years, or both; and shall forfeit his office and shall be disqualified from holding any office under the United States."

#### NOTICE TO AGENT IS NOTICE TO PRINCIPAL AND NOTICE TO PRINCIPAL IS NOTICE TO AGENT

LS: Rick-Rudy: Benavidez  
Rick-Rudy: Benavidez,

#### WITNESSES

We, the undersigned witnesses, do hereby swear or affirm that it is the stated policy of Rick-Rudy: Benavidez to present this "LEGAL NOTICE AND DEMAND" to all law enforcement officers, agents, or Representative of the "united States of America", the "government of the United States as created in the original Constitution for the united States of America, circa 1787", the "State of New Mexico", i.e., "Republic of New Mexico", or to your "UNITED STATES CORPORATION", also known as the corporate "UNITED STATES, "Corp. USA", "United States, Inc.", or by whatever name same may currently be known or be hereafter named, or any of its subdivisions including but not limited to local, state, federal, and/or international or multinational governments, Corporations, agencies, or sub-Corporations, and any de facto compact (Corporate) commercial STATES contracting therein, including the "STATE OF NEW MEXICO", or by whatever name same may currently be known or be hereafter named, and the like, anytime that Secured Party has any interaction with them.

Mickel K. Kula  
First Witness Signature

Date: 12-02-19

Paul L. L...  
Second Witness Signature

Date: 12-02-19

## ATTACHMENTS 'A' - DEFINITIONS

1. **Abuse of Authority:** Means anyone who denies, withholds, refuses, deprives, limits, inhibits, counteracts, conceals, any right, benefit, protections, or privilege, as protected by the "Constitution for the united States of America", the Honorable "Bill of Rights, and/or the "Constitution of the State of New Mexico". This includes arrest or detainment without documented evidence that a lawful crime has been committed by the Trustee/Secured Party/Bailee (hereafter Secured Party). This includes use of restraint devices on the Secured Party and/or physical abuse that makes any marks, scars, cuts, abrasions, or the like. This also includes denial of lawful Due Process, Habeas Corpus, Excessive Bail, Unlawful Arrest, Unlawful Detention, or the like, as outlined in this Contract.
2. **Abuse of Due Process:** Means any action against the Secured Party, when said action does not abide by all the rights and defenses contained in or represented by the "Constitution for the united States of America", the Honorable "Bill of Rights", and/or the "Constitution of the State of New Mexico." This includes any charge, or claim, civil or criminal, or in admiralty, that is alleged or made by any Representative of the "government of the United States" or the "UNITED STATES Corporation".
3. **Agency, Entity, Department, Sub Division, Subsidiary, Contractor, Employee, Inspector, Investigator, Organization, Officer, Official, Agent, Branch of Government, Group, Authorized Representative, Policeman, Police Officer, Participant:** Means any person, Corporation, or entity of any kind, which works for, is compensated all or in part by, receives funds or collects funds for, contracts with, receives any benefit from, receives any privilege from, participates with, has allegiance to, or in any way has a relationship with, the "government of the United States" or the "UNITED STATES Corporation" or any of its subsidiaries, sub- Corporations, departments, or agencies, etc. The word "**Representative**" where used in this Contract, shall have the same meaning.
4. **Aiding and Abetting:** Means the efforts of any Representative of the "government of the United States" or the "UNITED STATES Corporation" or officer of the court to assist another of the same to hinder, coerce, restrict, resist, suppress, or deprive in any way, the Secured Party from receiving any and all rights, benefits, privileges, as provided by the Constitution for the united States of America, the Bill of Rights, and/or the "Constitution of the State of New Mexico" or that would normally be offered to a citizen of the United States or of the State of New Mexico. This also includes the provisions as provided in item #62 "**Racketeering**" and suppression of evidence.
5. **Appellation:** means: A general term that introduces and specifies a particular term which may be used in addressing, greeting, calling out for, and making appeals of a particular living, breathing, flesh-and-blood man.
6. **Artificial Person:** Means a fictitious entity/trust that was created by the "government of the United States" and/or parents acting unknowingly in concert or the "UNITED STATES Corporation" for transacting in commerce. This artificial Man or Strawman is represented by the all capital letter name that appears to be spelled the same as the name of the Natural Man or Woman. When the Artificial Person is used in commerce by the Secured Party, it is a transmitting utility.
7. **Assault and Battery with Weapon:** Means any use of, threatened, or perceived use of any weapon, against Secured Party, by any Representative of the "government of the United States" or the "UNITED STATES Corporation" that creates an atmosphere of fear for the Secured Party. This includes non-lethal weapons, such as tazers, stun guns, mace, pepper spray, any chemical used to incapacitate, rubber bullets, shock force weapons, electronic weapon or any other type of weapon that may be used to control or to create fear. If a conflict arises about the events, the version told by the Secured Party will be accepted as truth and will not be contested.
8. **Assault and Battery without a Weapon:** Means the verbal abuse or physical contact, of any kind, upon the Secured Party without the express voluntary written consent of Secured Party. If a conflict arises about the facts involving the incident, the version as told by the Secured Party will be accepted as truth, without question, and will not be contested.
9. **Bill of Rights:** Means, for the purposes of this Contract, the original "Bill of Rights" to the "Constitution for the united States of America" circa 1791.
10. **Clerk of the Public Record:** Means any clerk who records documents on the public record and who is employed by a city, county, state, municipality, federal government, international, multi-national, multijurisdictional Corporation.
11. **Coercion or Attempt to Coerce:** Means any attempt by any Representative of the "government of the United States" or the "UNITED STATES Corporation" to threaten, intimidate, deprive, conceal, or in any way prevent the Secured Party from receiving and/or enjoying any right, or privilege that is granted, outlined, or secured by the "Constitution for the united States of America" the Honorable "Bill of Rights", "Constitution of the State of New Mexico.", or to knowingly allow or instruct another to do so.
12. **Concealment:** Means withholding or keeping information that should normally be revealed, about property and/or rights from the Secured Party. This includes keeping evidence or law from a jury that could favorably alter the outcome of a case to the benefit of the Secured Party. No officer of any court or Representative of the "government of the United States" or the "UNITED STATES Corporation" may conceal any law and/or any evidence of any kind that is considered relevant by the Secured Party, and/or fail to disclose any law that benefits the Secured Party.
13. **Conduit:** means of transmitting and distributing energy and the effect/product of labor, such as goods and services, via the name, "RICK RUDY BENAVIDEZ TRUST", also known by any and all derivatives and variations in the spelling of said name with the exception of "Rick-Rudy: Benavidez".
14. **Conspiracy:** Means the cooperation of two or more persons working together to, restrict, suppress, inhibit, or in any way deprive the Secured Party of any right, benefit, or privilege that would ordinarily be offered by the Constitution for the united States of America, the Bill of Rights, and/or "Constitution of the State of New Mexico." and/or to a citizen of the United States or of the State of New Mexico. This also includes the provisions in item #62. "**Racketeering**".
15. **Contract:** Means any agreement in writing that has been offered for review and acceptance by another party, wherein the offering party has ten (10) days or more, or as stipulated in the contract, to review and respond, accept or rebut, any provisions of the contract, as indicated

in the contract. Non Response on the part of the receiving party or agent of the receiving party will be a lawful offer and acceptance of all the terms and conditions contained in said contract. Rebuttal by the receiving party of any provision of the contract by any means other than those as are indicated in the contract will be non-response. Return of the contract unopened and/or without review will be acceptance of all conditions of said contract. Recording the contract with the clerk of court or any public records officer will be a lawful offer and notification and will be presentment to all officers of the court in that state or county. Notice to Agent is Notice to Principal and Notice to the Principal is notice to Agent.

16. **Corporate Capacity:** Means acting for, or on behalf of, a Corporation, or government entity, while under law or color of law.
17. **Corporate Fiction:** A Corporation, a creation of the law that does not actually exist in nature, like a natural man or woman; a legal entity that is false and not real, but which the law assumes to be true.
18. **Corporation:** Means any Representative, agency, sub-Corporation, contractor, or any person or entity that is employed by, receives or distributes funds for, receives any benefit or privilege from, or has any relationship of any kind with the "government of the United States" or the "UNITED STATES" Corporation".
19. **Constitution for the united States of America:** Means, for the purpose of this Contract, "The Constitution for the united States of America" circa 1787, as opposed to the "Constitution of the UNITED STATES" Corporation circa 1868.
20. **Counterfeiting Statute Staple Securities Instruments:** Means any attempt by any Representative of the "government of the United States" or the "UNITED STATES Corporation" to copy, duplicate, replicate any document that has "Statute Staple Securities Agreement" typed, printed, or hand written anywhere on the document, without the express written voluntary permission of the document's owner who is the Secured Party who filed said document in the public record, or is in possession of said document, or who is the maker of said document. If a dispute about permission to duplicate arises, the statements of the Secured Party will be accepted as fact without question and will not be contested.
21. **County or City:** Means any subdivision of any State of the "united States of America." This term excludes any jurisdiction, zone, or territory of the "UNITED STATES Corporation" unless described by the Secured Party in all CAPITAL letters. Any dispute over any errors contained in spelling or grammar will be resolved at the discretion of the Secured Party and will not be challenged by any Representative of the "UNITED STATES Corporation".
22. **Cruel and Unusual Punishment:** Means physical violence of any type or form that is used against a Secured Party that causes visible physical injury, i.e., marks, scrapes, scratches, bruises, abrasion, avulsions, fractures, sprains, restraint marks, dislocations, punctures, cuts, loss of blood, loss of body fluids, or any other type of physical stress to the body; or any chemically induced altered mental state of the Secured Party. This also includes any attempt to incarcerate, restrain, question, detain, withholding food when requested, withholding drink when requested, withholding medications as requested, withhold use of bathroom facilities and supplies when requested, withhold reading and writing materials, withholding communication with friends, family, legal counsel, and religious counsel, withholding proper clothing as needed for comfort, withholding blankets when requested, withholding hot and cold water for showers, withholding freedom when requested. This also includes ridicule, coercion, threats, verbal insults, rude and offensive language, veiled threats, or any other type of mental stress or anguish.
23. **Defacing:** Means the changing or altering the appearance of an item. This also includes changing or altering the meaning of laws, rights, property, documents, or any other thing that has value as determined by the Secured Party.
24. **Denial of Due Process:** Means any attempt by any officer of the court and or the "government of the United States" or the "UNITED STATES Corporation" to deny, deprive, restrict, prevent, or in any way inhibit the proper Due Process to any Secured Party as outlined in the "Constitution for the united States of America" the Honorable "Bill of Rights, and/or the "Constitution of the State of New Mexico." Any public law, statute, regulation, ordinance, home rule, etc., that is incompatible with the Constitution for the united States of America", the Honorable "Bill of Rights", and/or the "Constitution of the State of New Mexico", is null and void and will not be used in any action against any Secured Party.
25. **Deprivation of Rights or Property:** Means the concealment, keeping from, hiding, obstructing of any rights, property, privileges or immunities that are outlined or protected by the "Constitution for the united States of America", the Honorable "Bill of Rights, and/or the "Constitution of the State of New Mexico."
26. **Derivative:** means coming from another; taken from something preceding; secondary; that which has not the origin in itself, but obtains existence from something foregoing and of a more primal and fundamental nature; anything derived from another.
27. **Destruction of Property:** Means any alteration, damage, deprivation, defacing, removing, changing, breaking, separating, removing parts from, erasing of files from, throwing, shooting, kicking, stomping, smashing, crushing, or the like of any property belonging to or in possession of the Secured Party or the Trust.
28. **Disrespect:** Means anything said or written to the Secured Party or Trust that Secured Party or Trust does not like, including body language, or anything that makes Secured Party or any reasonable man uncomfortable, or have fear.
29. **Encroachment:** Means to invade, intrude, or in any way prevent the Secured Party or Trust from enjoying the full and complete use of property, including the acts of trespass; impeding ingress or egress to the property of the Secured Party or Trust; or limiting the ability of the Secured Party or Trust to freely access, claim, hold, possess, use, convey, sell, rent, lease, barter, exchange, or in any way make full and unfettered use of property. This includes the placing or filing of an unlawful lien, levy, burden, charge, liability, garnishment, attachment or encumbrance against any and all property including wages, salaries, stocks, bonds, bank accounts (foreign or domestic), savings accounts, contents of safety deposit boxes, gold, silver, notes, insurance funds, annuities, retirement accounts, social security benefits, motor vehicles, automobiles, recreational vehicles, land, real estate, homes, structures, roads, driveways, personal property of any kind that is held by title, deed, contract, agreement (written or verbal), or is in possession of the Secured Party or Trust. This includes,

but is not limited to, traffic stops, searches of vehicles, home invasion, confiscation of any lawful property owned by, in possession of, or under the control of the Secured Party or Trust.

30. **Ens Legis:** The term "*ens legis*" means a creature of the law; an artificial being, such as a Corporation, considered as deriving its existence entirely by the law, as contrasted with a natural person/natural man or woman.
31. **Excessive Bail:** Means any amount of bail set at an unreasonable rate as per the 8th amendment of the Constitution for the united States of America. This also means bail in excess of the amount of the fine, penalty, or penal sum that is associated with the alleged crime committed. This also means that if the Secured Party has lived in a community or has lived in one community or area for more than one year, provided that he has not recently moved within a year, works a regular job, or is a member of or involved with a church group, civic group, community enterprise, or can produce at least two affidavits from members of his community or area stating that he is involved with his community, he cannot be held without bail as a flight risk, or a threat to society. If the Secured Party can produce at least four (4) affidavits stating that he lives, works, and is involved in his community, or the prior community in which he lived, he must be released on his own recognizance without any bail required. This provision does not apply to anyone charged with rape, murder, or violent crimes against women, or children.
32. **Failure to Charge within Forty Eight (48) Hours:** Means any attempt by any Representative of the "government of the United States" or the "UNITED STATES Corporation" to delay, inhibit, prevent, or in any way stop a Secured Party from being lawfully charged by the court within forty eight (48) hours of arrest.
33. **Failure to Identify:** Means any time the Secured Party or Trust has interaction with any Representative of the "government of the United States" or the "UNITED STATES Corporation", the Representative must, upon request of the Secured Party or Trust, provide proper identification, written proof of authority, state what his business is with the Secured Party, complete a public servants questionnaire in advance of arrest or detention, provide documentation properly identifying the officer or respondents superior's name and contact information, and any other relevant information as requested by the Secured Party. The officer may not detain the Secured Party for more than ten (10) minutes while he obtains this information.
34. **Failure to Respond:** Means any attempt by any Representative of the "government of the United States" or the "UNITED STATES Corporation" to ignore, inhibit, withhold, delay, or deny a request for information from a Secured Party or Trust.
35. **False Imprisonment:** Means any attempt by any Representative of the "government of the United States" or the "UNITED STATES Corporation" to incarcerate any Secured Party against his will and/or against any and all protections of the laws and provisions of the "Constitution for the united States of America", the Honorable "Bill of Rights, and/or the "Constitution of the State of New Mexico."
36. **Federal Zone:** See - "**Jurisdiction of the "Government of the United States" and of the "United States Corporation"**"
37. **Freedom of Speech:** Means the right to speak open and plainly without the fear of reprisal. This includes the right of the Secured Party to speak at hearings and trials, before magistrates, judges, officers of the court, Representatives, or the like, of the "government of the United States" or the "UNITED STATES Corporation". It also means that no attempt to suppress this right will be made by any officer of the court, Representatives, or the like of the "government of the United States" or the "UNITED STATES Corporation". No judge or officer of any court or tribunal will threaten contempt of court for free speech by any Secured Party.
38. **Government of the United States:** The term "government of the United States", when used in this Contract, means the government that was originally established in the "Constitution for the united States of America" adopted in 1787, and does not include any "imposter government" known by any name whatsoever, no matter how similar in spelling the name of any such "imposter government" may appear to be to the spelling of the name of the constitutionally authorized "government of the United States". It is to be noted that the term "United States" as used here is "plural" and not "singular" in number, as is the name "UNITED STATES" used by the "imposter government" (i.e., "UNITED STATES Corporation") now acting as the "government of the United States".
39. **Hold-harmless and Indemnity Agreement:** means Hold-harmless and Indemnity Agreement No. 09051974-RRB-HHIA. This Agreement may be amended and modified in accordance with the Declaration of Trust.
40. **Ignore:** Means to refuse or in any way to deny a lawful request for an officer to complete legal documents that will provide information when requested by the Secured Party or Trust.
41. **Illegal Arrest:** Means same as below item #84, "**Unlawful Arrest**".
42. **Personal Capacity:** Means acting on one's behalf, in one's individual capacity, to do a thing. A Representative acting under law or color of law and *ultra vires* of the Representative's official capacity as assigned by the law, or acting in violation of his/her oath(s) of office take on personal liability.
43. **Interpretation:** Means if any conflict arises concerning the definition of any of the terms and or conditions of this Contract, the conflict concerning the meaning of the term or condition will be decided by the Secured Party. Secured Party's decision will be final and not subject to review or argument. No liability or penalty will be incurred by the Secured Party due to his interpretation of such terms and or conditions.
44. **Interstate Detainer:** Means the same as unlawful detainer as when involving the Secured Party and involving more than one Representative, agency or STATE of the "government of the United States" or the "UNITED STATES Corporation", or any Representative who has any agreement with, contract with, or permission to act on behalf of any municipal Corporation of the "government of the United States" or the "UNITED STATES Corporation" or any subsidiary or sub-Corporation thereof.
45. **Jurisdiction of the "government of the United States" and of the "United States Corporation"** (If indeed the later has any jurisdiction at all.): The constitutionally authorized "government of the United States" is recognized by the Secured Party as having exclusive legislative jurisdiction only over the following geographic areas: 1. The District of Columbia, as authorized by Article 1, Section 8, Clause 17 of the Constitution for the united States of America; 2. Federal enclaves within the States, such as land, property or buildings which the Government of the united States of America has purchased by the consent of the legislatures of the States for purposes of erecting

forts, magazines, arsenals, dock-yards, and other needful buildings, as authorized by Article 1, Section 8, Clause 17 of the Constitution for the united States of America; and 3. Territories and possessions belonging to the Government of the United States, as authorized by Article 4, Section 3, Clause 2 of the Constitution for the united States of America. The imposter government - "UNITED STATES Corporation" - while having no real jurisdiction, as no jurisdiction has been lawfully granted, can nevertheless have no claim, even under color of law, to exercise jurisdiction except in those areas where the constitutionally authorized "Government of the United States" has been granted jurisdiction by the sovereign people. The area just described over which the "Government of the United States" lawfully exercises jurisdiction is also referred to as the "Federal Zone", and all private property held by the Secured Party, which properties are located outside of the Federal Zone are therefore outside of the jurisdictions of the "Government of the United States" and the "UNITED STATES Corporation". Additionally, the constitutionally authorized "Government of the United States" is recognized by the Secured Party as having jurisdiction only as to those matters which the sovereign people, through their several State governments gave to the "Government of the United States", which powers are exclusive as to the powers not granted by the sovereign people through their several State governments and powers reserved to the States by the 10<sup>th</sup> Amendment to the Constitution for the united States of America. These are the facts and may be presented in any court by affidavit of the Secured Party, where any property or property interest belonging to Secured Party or Trust is involved in any interaction with the "Government of the United States" or the "UNITED STATES Corporation" or any of its Representatives, as outlined in this Contract.

46. **Juristic person:** means an abstract, legal entity, *ens legis*, such as a corporation, created by construct of law and considered as possessing certain legal rights and duties of a human being; and imaginary entity such as TRUST, i.e. "RICK RUDY BENAVIDEZ TRUST" which, on the basis of legal reasoning, is legally treated as a human being for the purpose of conducting commercial activity for the benefit of a biological, living being, such as Secured Party/Trustee/Beneficiaries. "From the earliest of times the law; has enforced rights and exacted liabilities by utilizing a corporate concept - by recognizing that is, juristic persons other than human beings. The theories by which this mode of legal operation has developed, has been justified, qualified, and defined are the subject matter of a very sizeable library. the historic roots of a particular society, economic pressures, philosophic notions, all have had their share in the law's response to ways of men in carrying on their affairs through what is now the familiar device of the corporation---Attribution of legal rights and duties to a juristic person other than man is necessarily a metaphorical process. And none the worse for it. No doubt, "Metaphors in law are to be narrowly watched". Cardozo, J., in *Berkley v. Third Avenue R. Co.*, 244 N.Y 84, 94. "But all instruments of thought should be narrowly watched lest they be abused and fail in their service to reason". See *U.S. v. SCOPHONY CORP OF AMERICA*, 333 U.S. 795; 68 S.Ct. 855; 1948 UTsT1 Observation: A person has a property right in the use of his or her name which a person may transfer or assign. *Gracy v. Maddin*, 769 S.W. 2nd 497 (Tenn. Ct. App. 1989).
47. **Lawful 4<sup>th</sup> Amendment Warrant:** Means a warrant that follows the provisions of the fourth amendment to the original "Constitution for the united States of America." This warrant must not deter from the exact procedures as outlined by the Fourth Amendment.
48. **Legal Counsel:** Means anyone that the Secured Party or Trust chooses to have as legal assistance of counsel, whether counsel is licensed or not, or members of the Bar Association. Counsel may assist, represent, speak on behalf of, write cases for, or perform any act in or out of court for the Secured party or Trust without any hindrance, threat, prosecution, charge, repercussion from any officer of the court, or Representative of the "government of the United States" or the "UNITED STATES Corporation", or any Representative thereof.
49. **Legal Status:** Means the two classes of Natural Men and Women recognized in the Constitution for the united States of America - "People" and "Persons". Legal Status in the united States of America defines the rights, duties, capacities, incapacities, privileges, and immunities assigned to each legally recognized class of natural persons. Legal Status also determines to a large degree the type of "Citizenship" to which each class legally recognized class of natural persons is assigned. See definitions for "People" and "Persons" below.
50. **Living, breathing, flesh-and-blood man:** means the Trustee "Rick-Rudy: Benavidez" a sentient, living being, as distinguished from an artificial entity, juristic corporation, partnership, association, and the like. "There, every man is independent of all laws, except those prescribed by nature. He is not bound by any institution formed by his fellowmen without his consent." *CRUDEN v. NEALE*, 2 N.C. 338 (1796) 2 S E 70.
51. **Natural Man or Woman:** Means a sentient, flesh and blood, living, breathing, biological man or woman, created by God, as represented by the Upper and Lower Case Name, including "Natural Man or Woman," or "Real Man," or "Real Woman," or "Real Man/Woman." This is not to be confused with the Fictitious Legal Entity that was created by the Government/Parents that is represented by the All Capital Letter Name.
52. **Natural Man or Woman Secured Party:** Means any flesh and blood, living, breathing Man or Woman, created by God, who notifies any Representative of the "government of the United States" or the "UNITED STATES Corporation", verbally or in writing, that he is not a Strawman, Vessel in Commerce, Corporate Fiction, Legal Entity, *ens legis*, or Transmitting Utility, of, for, by, to the "united States of America", the "government of the United States", the "State of New Mexico", i.e., "Republic of New Mexico", or to the "UNITED STATES Corporation". This is not to be confused with the Fictitious Legal Entity that was created by the Government/Parents and is represented by RICK RUDY BENAVIDEZ TRUST. Any attempt to notify any Representative of the status of the Secured Party will be sufficient notice. Sufficient notice will be determined by oath, statement, or affidavit by the Secured Party; and the validity of such will not be challenged by any officer of the court.
53. **Non obstante:** means words anciently used in public and private instruments with the intent of precluding, in advance, any interpretation other than certain declared objects and/or purposes.
54. **Obstruction of Justice:** Means any attempt by any officer of the court or Representative of any agency that represents the "government of the United States" or the "UNITED STATES Corporation", or any of its subdivisions, agencies, contractors, etc., to deprive, hinder, conceal, coerce, threaten the Secured Party or Trust in an attempt to prevent his any and every opportunity to legally/lawfully defend him/herself by attempting to produce and file lawful documents, and or testimony, to officers, judges, magistrates, the court, clerk of court,

or Representatives, in order to settle any legal/lawful controversy. This also includes any attempt by a judge or officer of the court from hindering the Secured Party or Trust from filing, admitting, presenting, discussing, questioning, or using any evidence, document, paper, photographs, audio and/or video recordings, or any other type of evidence that they desire to submit as evidence in any type of court proceeding. The determination of what is evidence and what will be admitted is to be solely determined by the Secured Party or Trust. Any evidence will be tried on merits of the lawful content and validity. Any judge or officer of the court who attempts to suppress or dismiss legal or lawful evidence will voluntarily surrender all bonds, insurance, property, CAFR funds, corporate property, bank accounts, and savings accounts of value to the Secured Party upon written demand and surrender all rights to and defenses against said property. This also includes evidence that is supported by case law. This includes attempts by any officer of the court from making motions, order such as Gag Orders or any other means of keeping information suppressed from the public or the official record. The determination of whether the acts of the court are an attempt to suppress evidence will be solely determined by the Secured Party. This also includes the provision as indicated in item #62 "**Racketeering**".

55. **Oppressing Government:** Means any Government or Representative thereof that shall have transgressed against Secured Party or Trust or any of Secured Party's or Trust's property, rights, privileges, capacities, or immunities in any respect.
56. **Peers:** Means the same as the definition of a Secured Party.
57. **People:** The "People" are those natural men and women who hold the sovereignty in joint tenancy in the united States of America and the several States, by virtue of the Treaty of Peace of 1783, signed by His Most Royal and Dread Sovereign Majesty, King George the 3<sup>rd</sup>. and its two addendums signed by the then Kings of Spain and France. The "People" are those who were the free inhabitants in the several States and their posterity (paupers, vagabonds and fugitives from justice excepted), who ordained and established the "Constitution for the united States of America" in 1787 and the Bill of Rights of 1791, for themselves and their posterity, and who established the constitutions for the several states, reserving unto themselves and their posterity the sovereignty of both the united States of America and the several states. The "People" are not citizens of or subject to the jurisdiction of the "government of the United States", as created in the original "Constitution for the united States of America", circa 1787, or to your "UNITED STATES Corporation", also known as the corporate "UNITED STATES, "Corp. USA", "United States, Inc.", or by whatever name same may currently be known or be hereafter named, or any of its subdivisions including but not limited to local, state, federal, and/or international or multinational governments, Corporations, agencies, or sub-Corporations, and any de facto compact (Corporate) commercial STATES contracting therein, including the "STATE OF NEW MEXICO", or by whatever name same may currently be known or be hereafter named, and the like. The "People" are citizens first of the State in which they reside, and second of the united States of America.
58. **Person:** The word "Person", when used in this Contract and written in upper and lower case letters shall mean a natural man or woman, and not an incorporeal person. Further, a "Person" is distinguished from a "People", in that the "People", hold the sovereignty in the united States of America (see: "People" #57), and the "Persons" derive all of their rights and privileges from the "People", through the Constitution for the united States of America and the Constitutions for the several States. The "Persons" are identified in the Constitution for the united States, first at Article 1, Section 9, Clause 1, their rights and privileges and defenses and protections are defined at Amendment Five of the Bill of Rights, and their duties and citizenship status are defined at Amendment Fourteen of the Constitution for the united States of America.
59. **Presumption:** Means legal assumption or inference that places the burden of proof or burden of production on the other party, but never on the Secured Party or Trust. No presumption shall prevail against the Secured Party or Trust without lawful, documented evidence that supports the presumption which is certified by the officers of the court, on and for the record, under penalty of perjury.
60. **Public Record:** Means any record or document placed into the public by the Secured Party. For example, when this document is recorded at a Register of Deeds office or Secretary of States, it becomes a public record.
61. **Purchase Price:** Means the new replacement costs of items of property at the time of replacement. This includes locating, packing, shipping, handling, delivery, set up, installation, and any other fee associated with total replacement of property.
62. **Racketeering:** Means any attempt by any two or more officers of "government of the United States" or the "UNITED STATES Corporation", to restrict, suppress, coerce, manipulate, inhibit, or in any way deprive the Secured Party from receiving every right, benefit, or privilege or exercising every immunity that is outlined by the Constitution for the united States of America, the Honorable "Bill of Rights, and/or the "Constitution of the State of New Mexico.". This also includes any effort by the officers of the court or any Representative of "government of the United States" or the "UNITED STATES Corporation", to hinder in any way the introduction of evidence, law, facts, affidavits, statements, witness testimony, or any information that is considered relevant by the Secured Party or Trust, or any attempt to prevent a jury from hearing this evidence. This also includes any attempt to prevent this evidence from being heard in a public forum and before any and all members of the general public, as many as can be accommodated by the main courtroom. All hearings, tribunals, or trials will be held in a public place; and any and all members of the general public will be allowed to attend, without restriction. This also includes questioning and/or interrogation by police officers before, during, and after an arrest.
63. **Reckless Endangerment:** Means any attempt by any officer of the court or Representative of "government of the United States" or the "UNITED STATES Corporation", as defined herein, to endanger, attempt, or threaten to attempt to endanger the life or property of the Secured Party or Trust. This includes dangerous driving in a car, use or threatened use of lethal or non-lethal weapons or chemicals, improper use of restraint devices, use of restraint devices on a non-combative Secured Party. If a conflict arises as to whether or not reckless endangerment has occurred, the version of the Secured Party will be considered as truth.
64. **Representative:** Means any agent, agency, department, officer, investigator, entity, subsidiary, sub-Corporation, contractor, employee, inspector, individual or Corporation that has any affiliation, association, collects or distributes funds for, does any task for, receives any benefit or privilege from, etc., of or for "government of the United States" or the "UNITED STATES Corporation", or anyone, or anything that represents the interests of, or is being funded by, or receives funds from, or has any attachment to "government of the United States" or the "UNITED STATES Corporation", or any of their Representatives, sub divisions or sub-Corporations.

65. **Rights and Defenses:** Means Secured Party's or Trusts legal and/or lawful right and/or ability to defend himself/ herself in any action. Upon agreement, the defendant in an action may give up his right to defend himself/herself in a given action. This includes tacit agreement or agreement by default; and the Secured Party is never the defendant.
66. **Right to Speedy Trial:** Means trial will commence within 90 days of the date of arrest.
67. **Right to Travel:** Means the right to freely move about and/or control any type of craft by whatever means, via land, sea, or air, without any interference by any Representative of "government of the United States" or the "UNITED STATES Corporation", that in any manner willfully causes adverse effects or damages upon the Secured Party or Trust by an arrest, inhibition, detainment, restraint, deprivation or prevention.
68. **Secured Party:** In this Contract, the term "Secured Party", means a "Trustee/Secured Party Creditor/Bailee", which means Rick-Rudy: Benavidez, a natural, living, Breathing flesh-and-blood man or sentient being as against a juristic person created by legal construction and/or the appointment declared under declaration of trust appointing another or additional "Trustee/Secured Party Creditor/Bailee" as stated therein.
69. **Sentient, living being** means the Trustee "Rick-Rudy: Benavidez" a living, breathing, flesh-and-blood man, as distinguished from an abstract legal construct such as an artificial entity, juristic person, corporation, partnership, association, and the like.
70. **State:** The word "State", which is distinguished in this Contract by being written in upper and lower case letters, means any of the fifty independent sovereign nations, states and republics which make up the Union and are commonly referred to and known as states of the "united States of America" (For example: the "State of New Mexico", i.e., "Republic of New Mexico"), which use of the word "State" is not the same as a "STATE" of the "UNITED STATES Corporation" and any such "State" is not a creation or subdivision thereof, and is not subject to the jurisdiction thereof.
71. **STATE:** The word "STATE", which is distinguished in this Contract by being written in all upper case letters, means any of the de facto compact (Corporate) commercial states contracting within the "UNITED STATES Corporation", also known as the corporate "UNITED STATES, "Corp. USA", "United States, Inc.", or by whatever name same may currently be known or be hereafter named, by way of example, including, but not limited to the "STATE OF NEW MEXICO", or by whatever name same may currently be known or be hereafter named. STATES are a part of and subject to the jurisdiction of the "UNITED STATES Corporation", and are not States of the "united States of America". As a condition of this Contract, the Secured Party will determine 1. Whether or not any State is a part of the "UNITED STATES Corporation", and 2. Whether the alleged offense occurred within the limits of the "UNITED STATES Corporation", and such determination will never be challenged by any Representative of the "UNITED STATES Corporation". A violation of this provision will be #87 Unlawful Determination and punishable as indicated by this Contract.
72. **Statute Staple Securities Instrument:** Means a registered bond, statute, which establishes a procedure for settlement of commercial debt or obligation of record. This also establishes the law as it relates to the Secured Party.
73. **Strawman:** In this documentation the term "strawman" means the Debtor, i.e., RICK RUDY BENAVIDEZ<sup>®</sup>, also known as RICK RUDY BENAVIDEZ TRUST<sup>®</sup> or simply Trust or TRUST and any and all variations and derivatives of the spelling of said name except Rick-Rudy: Benavidez; a front, a third party who is put up in name only for participating in a transaction. The "strawman" is synonymous with # 76. "Transmitting Utility".
74. **The Placing or Filing of an Unlawful Lien, Levy, Burden, Charge, Liability, Garnishment, Encumbrance, or Attachment:** Means any attempt by any Representative of "government of the United States" or the "UNITED STATES Corporation", to place a lien, levy, garnishment, or attachment on the property or collateral of the Secured Party or Trust. Any such Representative must first prove his authority to do so by lawfully documented evidence, furnishing all documents, forms, and papers as necessary to prove his authority to do so to a neutral Three (3) Notary Panel, hereinafter referenced as The Panel, selected by the Secured Party or Trust. Said Representative must guarantee in writing that the Representative signing said documents will be personally liable for any damage(s) due to his unlawful and/or illegal actions. He must supply bonds or other lawful funds to be held in trust by The Panel until The Panel determines if any actions of the Representative have violated any laws or caused damage to the Secured Party or Trust. The Panel will have the sole power to determine if any damage(s) has occurred and will release the funds according to The Panel's adjudication. The decision of The Panel will be final with no recourse. The surety bonds and/or funds held in escrow by The Panel must be at least four (4) times the estimated value of the property that is lien, levied, garnished, or attached. The assessment of value will be recorded via affidavit by the Secured Party and delivered to The Panel. The Panel's determination and the assessment thereof will be accepted as truth without question or recourse. Said Representative agrees to surrender, including, but not limited to, any and all surety bonds, public and/or corporate insurance policies, CAFR funds, or corporate property as needed to satisfy any and all claims and/or assessments as filed against said Representative by the Secured Party. Said Representative agrees that any and all property or collateral with a current or existing lien will remain in the custody and control of the Secured Party until such time as a determination has been made by a jury of twelve of the Secured Party's Peers as defined herein. In the event that a jury of twelve of the Secured Party's Peers cannot be convened or has not been convened within sixty (60) days from the date of the order of the lien, levy, attachment, or garnishment, any action against the Secured Party or Trust shall be dismissed with prejudice; and every lien, levy, attachment, or garnishment shall be released within ten (10) days and all property rights restored, unencumbered. The Representative who has authorized said lien, levy, attachment, or garnishment agrees to surrender any and all surety bonds, public and/or corporate insurance policies, CAFR funds, or corporate property as needed to satisfy any and all claims and/or assessments as filed against said Representative.
75. **Trespassing/Trespass:** Means the entry into, or onto the domain, property, residence, area, location, grounds, dwellings, buildings, barns, sheds, caves, structures, lands, storage areas, tunnels, automobiles, trucks, safe houses, underground shelters, automobiles, motor vehicles, recreational vehicles, boats, planes, trains, ships, containers, vans, heavy equipment, farm implements, culverts, driveways, trees, yards, real property, real estate, land, etc., of the Secured Party without Secured Party's express written permission, or without a lawfully executed fourth (4<sup>th</sup>) amendment warrant, and any and all Representatives of "government of the United States" or the "UNITED STATES



Corporation", will fully and completely observe any and all protections as outlined in the Constitution for the united States of America, the Honorable "Bill of Rights, and/or the "Constitution of the State of New Mexico." Any personal property that is damaged, lost, stolen, or misplaced, etc., will be recoverable as indicated in the Legal Notice and Demand document. Secured Party solemnly swears and affirms that Secured Party does not have any illegal contraband on Secured Party or Trusts property; Secured Party has never had any illegal contraband on or around my property and never will. Secured Party simply does not allow it on Secured Party's or Trusts property. Any contraband if it is found on said property will have been introduced by the officers or agents during time of trespass. Contraband or illegal items if they are found in a search do not belong to Secured Party or Trust and may not be used in any attempt in any claim against me. Any and all Representatives of the "government of the United States" or the "UNITED STATES Corporation", will be held individually and personally liable for the full amount of damages as outlined in this Notice and Demand document for trespassing.

76. **Transmitting Utility:** the term "Transmitting Utility "RICK RUDY BENAVIDEZ", also known as RICK RUDY BENAVIDEZ TRUST", and any and all derivatives and variations in the spelling of said name except Rick-Rudy: Benavidez.
77. **TRUST:** means "RICK RUDY BENAVIDEZ TRUST" also known by any and all derivatives and variations in the spelling of said name with the exception of "Rick-Rudy: Benavidez", this is a copyrighted entity with all rights reserved.
78. **Trustee:** means "Rick-Rudy: Benavidez".
79. **UCC:** Herein the term "UCC" means Uniform Commercial code.
80. **Unalienable Rights (Inalienable Rights):** Means Natural Rights given by God as acknowledged by the Law of Nations and incorporated into the "Bill of Rights," of the Constitution of the State of New Mexico such as, but not limited to right of enjoying and defending their lives and liberties; of acquiring, possessing and protecting property; and of seeking and obtaining their safety and happiness.
81. **Unfounded Accusations:** Means any accusation, charge, or claim, civil or criminal, or in admiralty that is alleged or made by any Representative of the "government of the United States" or the "UNITED STATES Corporation", as defined herein, that is not proven by written documented evidence presented under oath and penalty of perjury by an authorized Representative of the "government of the United States" or the "UNITED STATES Corporation". The accuser has eight (8) hours to provide said documents to be reviewed and in possession of the Secured Party; and failure to do so will be unfounded accusations and subject to the penalties contained herein.
82. **UNITED STATES Corporation:** "UNITED STATES Corporation" means the corporate "UNITED STATES", "Corp. USA", "United States, Inc.", or by whatever name it may currently be known or be hereafter named, (exclusive of the "united States of America" and the "government of the United States as created in the original Constitution for the united States of America, circa 1787"), or any of its agencies, or sub-Corporations, including but not limited to any de facto compact (Corporate) commercial states contracting therein, including, but not limited to the "STATE OF NEW MEXICO", or by whatever name it may currently be known or be hereafter named (Exclusive of the "State of New Mexico", i.e., "Republic of New Mexico").
83. **united States of America:** The term "united States of America", when used in this Contract is distinguished by being written in upper and lower case letters, except that the first letter of the first word, i.e., "united" is a lower case letter, and means that union of independent sovereign nations, states and republics, which as colonies of Great Britain and having declared their independence from Great Britain in The Declaration of Independence adopted July 4, 1776, and having won their independence from Great Britain in the American Revolutionary War, and thereafter having gained recognition as independent sovereign nations, states and republics in international law by the Treaty of Peace of 1783, signed by His Most Royal and Dread Sovereign Majesty, King George the 3<sup>rd</sup> and its two addendums signed by the then Kings of Spain and France, and which independent sovereign nations and states did adopt the "Articles of Confederation" of 1778 and thereafter adopted the "Constitution for the united States of America" in 1787. The word "united States of America", when used in this Contract, does not include the UNITED STATES Corporation, as that term is defined herein.
84. **Unlawful Arrest:** Means restricting the Secured Party's right to move about freely without the proper use of a lawful 4<sup>th</sup> amendment warrant signed by a judge of "Competent Jurisdiction" while under oath. This includes unnecessary use of restraint devices, traffic stops, raids, or any other type of interaction, when an officer is presented with and ignores a "Notice and Demand," "Public Servants Questionnaire," "Right to Travel" Documents, or other documents notifying the officer of the lawful rights of the Secured Party, created by God, who is not to be confused with the Corporate Fiction "Strawman" which was created by the STATE. This includes arrest when the Secured Party is incarcerated for refusing to sign any citation, arrest due to contempt of court when he or she is not violent or a physical threat to the court, arrest by Internal Revenue Service for failure to produce books, records, or other documents, arrest and refusal of Habeas Corpus, arrest for conspiracy of any kind without lawfully documented affidavits from at least two (2) eye witnesses, signed under oath and penalty of perjury.
85. **Unlawful Detainer:** Means any attempt by any officer of the court or Representative of the "government of the United States" or the "UNITED STATES Corporation" to arrest, check, hinder, delay, possess, hold, keep in custody, restrain, retard, stop, withhold the Secured Party without affording him every protection as outlined by the "Constitution for the united States of America", the Honorable "Bill of Rights, and/or the "Constitution of the State of New Mexico." Any public law, statute, regulation, ordinance or the like will be null and void and will not be used in any action in which the Secured Party is involved.
86. **Unlawful Detention:** Means restraining the Secured Party's freedom of movement, and/or Right to Travel, against his will for more than sixty (60) seconds without a properly authorized lawful 4<sup>th</sup> amendment warrant signed by a judge of competent jurisdiction while under oath. This includes routine traffic stops, raids, random identification checks, security checks, only after the Representative has been notified by the Secured Party of his status and after the officer has been given documents to prove said status, along with up to ten (10) minutes for officer to examine said documents.
87. **Unlawful Determination:** Means any statement, speech, gesture, writing, presentment, or the like that suggests an idea that negatively represents the character, actions, plans, procedures, customs, ways of the Secured Party or Trust, or group of Secured Parties, that is not proven by documented authorized certified evidence, on and for the record under penalty of perjury. This includes off color statements,



accusations, or remarks by a judge or other officer of the court and any other Representative of the "government of the United States" or the "UNITED STATES Corporation".

88. **Unlawful Distraint:** Means seizure or taking of any property that is lawfully owned or in possession of the Secured Party or Trust that Secured Party Represents without proper probable cause, and/or due process, and lawful 4<sup>th</sup> amendment warrant. This includes any seizure by any Representative, in any capacity, or relationship with the "government of the United States" or the "UNITED STATES Corporation" or any of its agencies, contractors, subdivisions, subsidiaries, or the like.
89. **Unlawful Restraint:** Means any action by any Representative to prevent, coerce, intimidate, hinder, or in any way limit the right of the Secured Party or Trust from any type of freedom of legal/ lawful speech, travel, movement, action, gesture, writing, utterance, or enjoyment of any right or privilege that is commonly enjoyed by any citizen of the United States or of the State of New Mexico.
90. **US Dollars:** Means the currently recognized medium of exchange as used by the general public at the time of offense, at par value, equal to one ounce silver dollar equivalent per each dollar unit, as represented in a claim. All claims and damages will be paid at par value as indicated. Par value will be established by written law or the value established by the US MINT for the purchase of an official one troy ounce 99.999% Pure Silver Coin, whichever is higher at the time of the offense.
91. **Verbal Abuse:** Means the use of offensive, and /or threatening verbal words, body language, and nonverbal gestures or actions by any representative of the "government of the United States" or the "UNITED STATES Corporation", as defined herein, upon the Secured Party. If a controversy arises about an incident, the version told by the Secured Party will be accepted as truth and will not be contested.
92. **Vessel in Commerce:** "vessel in commerce" means the strawman, RICK RUDY BENAVIDEZ<sup>®</sup> TRUST, and any and all derivatives and variations in the spelling of said name except Rick-Rudy: Benavidez, a transmitting utility, an all-capital letter name representing the Strawman/Trust entity/Ens Legis for the use in commerce by which the Trustee/Secured Party can participate in commerce, and appear in court.
93. **Victim:** Means the Secured Party or Trust who has received direct damages to themselves or their property as the result of an unlawful or illegal act by another.
94. **Victimless Laws:** Means any law that is passed or presumed to be passed that creates a violation of law where no Natural Man or Woman has been **damaged**. This includes any statute, ordinance, regulation, policy, or color of law provision. These types of laws will not be used in any action, of any kind, against any Natural Man or Woman or the property thereof.
95. **Willingly:** Means that a Secured Party is in full knowledge, understanding, agreement, and full consent, at all times, without fear of reprisal, threat, or **coercion**, during any interaction in which he is involved with any Representative of any court or Corporation, including incorporated governments.
96. **Written or Verbal Agreement:** Means any agreement entered into by the Secured Party or Trust, written or verbal. Any question of any contract will be resolved by an affidavit from the Secured Party or Secured Party on Behalf of Trust. Secured Party's affidavit whether in behalf of the Secured Party or the Trust, will be considered fact in any action or dispute, without question of any Representative of any Corporation, including incorporated governments.

# HOLD HARMLESS AND INDEMNITY AGREEMENT

Non-Negotiable Private Between the Parties:

**DEBTOR:**

RICK RUDY BENAVIDEZ TRUST

3812 ROCK DOVE TRAIL NW

ALBUQUERQUE, New Mexico 87123

...and all derivatives and variations in the spelling of said name.

**TRUSTEE/SECURED PARTY:**

Rick-Rudy Benavidez

c/o 13170 Central Ave SE, Ste B #139

Albuquerque, New Mexico [ 87123 ]

United States of America

TRUSTS Identifying Numbers: ~~33005-7767~~, 1974014210 and any hereinafter named in trust minutes.

This Hold-harmless and Indemnity Agreement is mutually agreed upon and entered into this Day Dated below between the juristic person: "RICK RUDY BENAVIDEZ TRUST" and any and all derivatives and variations in the spelling of said name hereinafter jointly and severally "TRUST", except Rick-Rudy Benavidez, the living, breathing, flesh-and-blood man, known by the distinctive appellation Rick-Rudy Benavidez hereinafter "Trustee".

For valuable consideration TRUST hereby expressly agrees and covenants, without benefit of discussion and without division, that TRUST holds harmless and undertakes the indemnification of Trustees from and against any and all claims, legal actions, orders, warrants, judgments, demands, liabilities, losses, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, damages, interests, and expenses whatsoever both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered/incurred by, as well as imposed on, TRUST for any reason, purpose, and cause whatsoever. TRUST does hereby and herewith expressly covenant and agree that Trustees shall not under any circumstance, nor in any manner whatsoever, be considered an accommodation party, nor a surety, for TRUST.

## Defined: Glossary of Terms

All of the STANDARD TERMS AND CONDITIONS as set forth in "ATTACHMENTS 'A' - DEFINITIONS"  
Document Item Number: 09051974-RRB-AA apply hereto, non obstante.

When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular numbers includes the plural. Trustee accepts TRUSTS signature in accord with UCC §§ 1-201(39), 3-401(b), 3-419.

RICK RUDY BENAVIDEZ TRUST

RICK RUDY BENAVIDEZ TRUST

TRUST's Signature, Copyright 1992.

Rick-Rudy Benavidez

Rick-Rudy Benavidez - Trustee/Secured Party's Sign

Authorized Representative. All Rights Reserved.

Without Prejudice/Without Recourse

## WITNESSES

We the undersigned Witnesses hereby STAND and Attest that the fore signed, signed this document on the date listed supra, of their own Free Will, as witnessed by Our Signatures below:

[Signature]  
First Witness Signature

Address: 10611 MONTE PERLO CT  
NW ALBUQUERQUE NM  
87114

[Signature]  
Second Witness Signature

Address: 5513 EL ENCANTO PL NE  
ALBUQUERQUE, NM 87110

## Public Servant Questionnaire

This questionnaire must be filled-out by any public servant before s/he can ask any question of Rick-Rudy: Benavidez, Trustee/Secured Party/Bailee. This Questionnaire is not specific to you, this is the general policy and procedure of the aforementioned private man with all public Servants in any type of public relations. This Questionnaire is provided authorized under Federal law, including the Privacy Act, 5 U.S.C. 552a, 88 Stat. 1896, et seq., 1974, as well as applicable state laws. This is not a failure to cooperate but rather provision to establish the capacity in which we are contracting as well as open and fair dealing under the Good Faith Oxford, Clean Hands, and Fair Dealings Doctrines. A blank copy of this documentation is also on record with the Secretary of State as a matter of public record under Necessity as a matter of established policy and procedure.

1. Public servant's full legal name: \_\_\_\_\_
  2. Public servant's residence address: \_\_\_\_\_
  3. Name of agency: \_\_\_\_\_
  4. ID number: \_\_\_\_\_
  5. Badge Number: \_\_\_\_\_
  6. Bonding agency and number: \_\_\_\_\_
  7. Full legal name of supervisor and office address: \_\_\_\_\_
  8. Will you as a public servant uphold the constitution of the United States?  
☐ Yes ☐ No
  9. Will you as a public servant furnish a copy of the law or regulation that authorizes the action being taken or information requested in this case?  
☐ Yes ☐ No
  10. Will you as a public servant provide in writing, that portion of the law authorizing the questions asked?  
☐ Yes ☐ No
  11. Are answers to your questions voluntary or mandatory?  
☐ Voluntary ☐ Mandatory
  12. What will be the effect upon me if I should not choose to answer any or all of these questions?  
\_\_\_\_\_
  13. Are the questions being asked based upon a specific law or regulation, or are they a discovery process?  
☐ Law/Regulation ☐ Discovery Process
  14. If based on a specific law or regulation, please state: \_\_\_\_\_
  15. What other uses may be made of this information? \_\_\_\_\_
  16. What other agencies may have access to this information? \_\_\_\_\_
  17. Name of person in government requesting this information: \_\_\_\_\_
  18. Is this investigation general or special?  
☐ General ☐ Special
- Note: by 'general,' it means any kind of blanket investigations in which a number of persons are involved because of geography, type of business income, etc. By 'special,' it means any investigation of an individual nature in which others are not involved.*
19. Have you consulted, questioned, interviewed, or received information from any third party relating to this matter?  
☐ Yes ☐ No
  20. If yes, give identity of all such third parties:  
1) \_\_\_\_\_  
2) \_\_\_\_\_  
(Use back of sheet if more area is needed.)
  21. Do you reasonably anticipate either a civil or criminal action to be initiated or pursued based upon any of the information, which you seek?  
☐ Yes ☐ No
  22. Is there a file of records, information, or correspondence relating to me being maintained by this agency?  
☐ Yes ☐ No
  23. Is this agency using information on me, which was supplied by another agency or government source?  
☐ Yes ☐ No
  24. Will the public servant guarantee that no department [other than the one by which he is employed] will use the information in these files?  
☐ Yes ☐ No

I hereby sign and affirm under the penalty of perjury that the answers supplied herein are true and correct in every particular.

\_\_\_\_\_  
Signature of Public Servant

Would you like a copy of this completed Questionnaire to be provided to the address you listed above? ☐ Yes ☐ No

**Notice:** If any person or agency receives any request for information relating to the aforesaid, the aforesaid must be advised in writing before releasing such information. Failure to do so may subject you to possible civil or criminal action as provided by this act and/or other applicable law(s).

## Notice Concerning Fiduciary Relationship

(Internal Revenue Code Sections 6036 and 6903)

OMB No. 1545-0013

► Go to [www.irs.gov/Form56](http://www.irs.gov/Form56) for instructions and the latest information.

### Part I Identification

Name of person for whom you are acting (as shown on the tax return) RICK BENAVIDEZ	Identifying number	Decedent's social security no. 525719637
Address of person for whom you are acting (number, street, and room or suite no.) 13170 Central AVE SE Suite B #139		
City or town, state, and ZIP code (If a foreign address, see instructions.) Albuquerque, NM 87123		
Fiduciary's name William P. Johnson		
Address of fiduciary (number, street, and room or suite no.) 333 Lomas Blvd NW #270		
City or town, state, and ZIP code Albuquerque, NM 87102	Telephone number (optional) ( 505 ) 348-2000	

### Section A. Authority

- 1 Authority for fiduciary relationship. Check applicable box:
- a ☐ Court appointment of testate estate (valid will exists)
  - b ☐ Court appointment of intestate estate (no valid will exists)
  - c ☐ Court appointment as guardian or conservator
  - d ☐ Fiduciary of intestate estate
  - e ☐ Valid trust instrument and amendments
  - f ☒ Bankruptcy or assignment for the benefit or creditors
  - g ☒ Other. Describe ► Appointed as special executor by general executor
- 2a If box 1a, 1b, or 1d is checked, enter the date of death ► \_\_\_\_\_
- b If box 1c, 1e, 1f, or 1g is checked, enter the date of appointment, taking office, or assignment or transfer of assets ► upon request of receiving and for this one matter and none other for collection of instruments, property, and proceeds for delivery to general executor

### Section B. Nature of Liability and Tax Notices

- 3 Type of taxes (check all that apply): ☐ Income ☐ Gift ☐ Estate ☐ Generation-skipping transfer ☐ Employment ☐ Excise ☒ Other (describe) ► any and all that apply
- 4 Federal tax form number (check all that apply): a ☐ 706 series b ☐ 709 c ☐ 940 d ☐ 941, 943, 944  
e ☐ 1040 or 1040-SR f ☐ 1041 g ☐ 1120 h ☒ Other (list) ► any and all that apply
- 5 If your authority as a fiduciary does not cover all years or tax periods, check here . . . . . ► ☐  
and list the specific years or periods ► \_\_\_\_\_

**Part II Revocation or Termination of Notice****Section A—Total Revocation or Termination**

- 6** Check this box if you are revoking or terminating all prior notices concerning fiduciary relationships on file with the Internal Revenue Service for the same tax matters and years or periods covered by this notice concerning fiduciary relationship ▶ ☐

Reason for termination of fiduciary relationship. Check applicable box:

- a** ☐ Court order revoking fiduciary authority  
**b** ☐ Certificate of dissolution or termination of a business entity  
**c** ☐ Other. Describe ▶ \_\_\_\_\_

**Section B—Partial Revocation**

- 7a** Check this box if you are revoking earlier notices concerning fiduciary relationships on file with the Internal Revenue Service for the same tax matters and years or periods covered by this notice concerning fiduciary relationship . . . . . ▶ ☐

- b** Specify to whom granted, date, and address, including ZIP code.  
 ▶ \_\_\_\_\_

**Section C—Substitute Fiduciary**

- 8** Check this box if a new fiduciary or fiduciaries have been or will be substituted for the revoking or terminating fiduciary and specify the name(s) and address(es), including ZIP code(s), of the new fiduciary(ies) . . . . . ▶ ☐

▶ \_\_\_\_\_

**Part III Court and Administrative Proceedings**

Name of court (if other than a court proceeding, identify the type of proceeding and name of agency) UNITED STATES DISTRICT COURT		Date proceeding initiated 02/27/2019	
Address of court 333 Lomas Blvd NW #270		Docket number of proceeding 19-CR-00592-WJ	
City or town, state, and ZIP code Albuquerque, NM 87102	Date 03/04/2019	Time 9:00	<input checked="" type="checkbox"/> a.m. <input type="checkbox"/> p.m.
		Place of other proceedings COURT HOUSE	

**Part IV Signature**

<b>Please Sign Here</b>	Under penalties of perjury, I declare that I have examined this document, including any accompanying statements, and to the best of my knowledge and belief, it is true, correct, and complete.		
	<div style="display: flex; justify-content: space-between;"> <div>           ▶ _____            Fiduciary's signature         </div> <div>           _____            General Executor            Title, if applicable         </div> <div>           _____            Date         </div> </div>		

**THE UNITED STATES DISTRICT COURT SECOND JUDICIAL COURT  
FOR THE DISTRICT OF NEW MEXICO**

<b>UNITED STATES OF AMERICA ,</b>	)	
<b>Plaintiff,</b>	)	<b>CRIMINAL NO. 19-592WJ</b>
	)	
	)	
<b>vs.</b>	)	
	)	
<b>RICK BENAVIDEZ and</b>	)	
<b>DAMIAN MARON,</b>	)	
<b>Defendants,</b>	)	

**Notice of Rogatory Appointment**  
For the Public Record

To Honorable WILLIAM P JOHNSON and all Judges presiding over this case,

Rick Rudy Benavidez by special appearance request documents or a sworn affidavit to determine if the judge or magistrate is seeking to act as Executor De Son Tort. If not,

I, Rick Rudy Benavidez a living man, on the American land jurisdiction and the real party in interest/beneficiary of the trust/corporate entity (ens legis) alleged "Defendant" named RICK BENAVIDEZ hereby enter this notice of declaration cannot "appear" in a court of the United States due to the fact that I am foreign to the courts; do not understand the fictitious conveyance of language therein; and am not qualified to function effectively

as an officer of the court since the officers of the court cannot "hear" a living man, only people acting in their commercial capacity (persons). The "Defendant" are not Public Trustee, or Government Employee. Therefore under the Power of Appointment Act of 1951, I appoint the Honorable William P Johnson and all Judges presiding over this matter as fiduciary trustees, of this case, bound by their Oath, for RICK RUDY BENAVIDEZ and to **discharge and dissolve all accounts, bonds and the Cestui Que (Vie) Trust of this case immediately** on my behalf. The funds can be sent to the contact information provided below.

As fiduciary, Judge Johnson, you are required to exercise **good faith and honesty** towards and for the benefit of the real party in interest/beneficiary; and for exclusive and limited purposes accept and receive all liabilities; receive all service of process and other documents, instruments or other important papers to appear and discharge, settle and close all matters material to the alleged Defendant. Judge Johnson, you are required to produce and provide valid certified copies of your Foreign Agent Registration Statement, Anti-Bribery Statement, Bond, EIN, Oath of Office in which I do "**ACCEPT FOR VALUE**" and documented proof of settlement to the contact information provided below.

I have served proper notice to both Judge Johnson or all other Judges presiding over this case via CERTIFIED mail to THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW MEXICO and the Collection Advisory Group of the Internal Revenue Service to prevent any involuntary tax fraud involvement on my behalf as well as the Federal Bureau of Investigation and the U.S. Department of Justice to prevent fraudulent misrepresentation and/or prosecutorial misconduct and the "absence of jurisdiction".

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on the 26th day of November 2019. Further, says not..

*Rick Rudy Benavidez*

% 13170 CENTRAL AVE SE SUITE B #139

Albuquerque, New Mexico [87123]

Rick Rudy Benavidez dba RICK BENAVIDEZ

Real Party of Interest

All Rights Reserved


cc:

Collection Advisory Group (IRS)  
Arizona Branch  
210 E. Earl Dr.  
Phoenix, AZ 85012  
Ph:602-207-8513  
Fx:602-207-8007

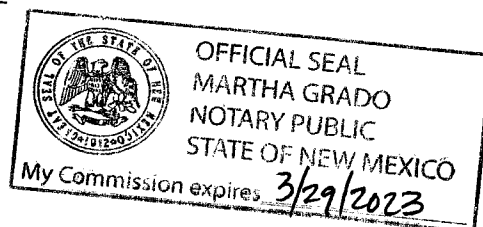
Federal Bureau of Investigation  
4200 Luecking Park Ave NE  
Albuquerque, NM 87107  
(505) 889-1300

US Department of Justice  
Law Division-Criminal Part  
PO Box 607  
Albuquerque, NM 87103  
Ph: [505]346-7296

Affirmed and subscribed before me this 27<sup>th</sup> day of November, 2019



Notary Public





UNITED STATES DISTRICT COURT  
ALBUQUERQUE, NEW MEXICO

<sup>1</sup> IN THE <sup>1</sup> UNITED STATES <sup>2</sup> DISTRICT COURT <sup>2</sup>

FEB 27 2019

FOR THE <sup>1</sup> DISTRICT OF NEW MEXICO <sup>2</sup> MITCHELL R. ELFERS  
CLERK

UNITED STATES OF AMERICA,

[is Plaintiff and counsel same party?]

Plaintiff,

vs.

RICK BENAVIDEZ and  
DAMIAN MARON,

:NDG

Defendants.

CRIMINAL NO. 19-592 WJ

Count 1: 18 U.S.C. § 1349:

Box Conspiracy;

Counts 2 and 3: 18 U.S.C. § 1344:

Bank Fraud; 18 U.S.C. § 2: Aiding  
and Abetting.

INDICTMENT :Boxing :[un]derline

The Grand Jury charges:

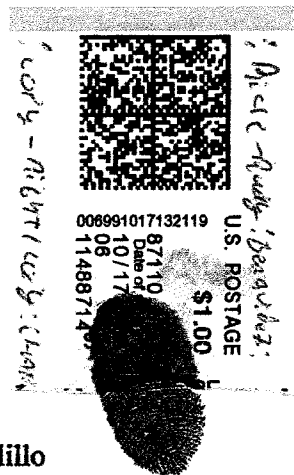
Count 1 :Boxing :[un]derline.

1. From on or about April 18, 2013, to on or about May 31, 2013, in Bernalillo  
County, in the <sup>1</sup> District of New Mexico, and elsewhere, the <sup>2</sup> defendants, <sup>8</sup> RICK BENAVIDEZ and  
<sup>NDG</sup> DAMIAN MARON, knowingly, unlawfully, and willingly combined, <sup>8</sup> conspired,  
<sup>8</sup> confederated, <sup>8</sup> agreed, and <sup>8</sup> acted interdependently with one another and with others, known and  
unknown to the Grand Jury, to <sup>9</sup> commit bank fraud, contrary to 18 U.S.C. § 1344.

Manner and Means :Boxing :[un]derline.

2. The manner and means by which the <sup>NDG</sup> defendants, <sup>NDG</sup> RICK BENAVIDEZ and  
<sup>NDG</sup> DAMIAN MARON, sought to <sup>9</sup> accomplish the objectives of the <sup>8</sup> conspiracy included, among  
other things, the following:

- a. <sup>9</sup> Recruiting others to <sup>9</sup> apply for loans to purchase automobiles under false  
<sup>8</sup> pretenses;
- b. <sup>8</sup> Creating false documents overstating the <sup>8</sup> income of auto loan applicants;



c. <sup>9</sup>Obtaining loans to purchase automobiles using false information about the income and credit worthiness of the loan applicants<sup>8</sup>;

d. <sup>8</sup>Receiving proceeds from auto loans obtained through fraud;

e. <sup>8</sup>Disbursing proceeds of fraudulent auto loans to co-conspirators;

f. <sup>8</sup>Communicating about fraudulent auto loans by wireless telephone and email.

Overt Acts :Boxing :[un]derline.

3. In furtherance of the conspiracy, and to <sup>9</sup>effect the objects thereof, the following overt acts, among others, were committed<sup>8</sup> in the District of New Mexico<sup>1 2</sup>, and elsewhere:

a. On or about April 18, 2013, <sup>NDG</sup>BENAVIDEZ and <sup>NDG</sup>MARON signed a contract with Person 1, whose identity is known to the grand jury, requiring Person 1 to act at the direction of <sup>NDG</sup>BENAVIDEZ and <sup>NDG</sup>MARON for the ostensible purpose of improving Person 1's consumer credit ratings.

b. On or about May 13, 2013, <sup>NDG</sup>BENAVIDEZ<sup>8</sup> sent an email message to <sup>NDG</sup>MARON containing a driver's license with a false address for Person 1.

c. On or about May 29, 2013, <sup>NDG</sup>BENAVIDEZ<sup>8</sup> sent Person 1 an email message containing a false bill of sale for a 2007 Mercedes Benz automobile.

d. On or about May 29, 2013, <sup>NDG</sup>BENAVIDEZ<sup>8</sup> directed Person 1 to "GO TO THE BANK" with the false bill of sale.

e. On or about May 30, 2013, <sup>NDG</sup>MARON<sup>8</sup> directed Person 1 to apply for an auto loan from Sandia Laboratory Federal Credit Union.

f. On or about May 30, 2013, <sup>NDG</sup>MARON<sup>8</sup> instructed Person 1 to<sup>9</sup> lie about his income in applying for an auto loan at Sandia Laboratory Federal Credit Union.

g. On or about May 31, 2013, <sup>NDG</sup>MARON<sup>8</sup> directed Person 1 to<sup>9</sup> apply for an auto loan from New Mexico Educators Federal Credit Union.

h. On or about May 31, 2013, <sup>NDG</sup>MARON<sup>8</sup> instructed Person 1 to<sup>9</sup> lie about his income in applying for an auto loan at New Mexico Educators Federal Credit Union.

In violation of 18 U.S.C. § 1349. VOID [DE]SCRIPTION

Count 2 :Boxing :[un]derline.

On or about May 30, 2013, in the District of New Mexico, and elsewhere, <sup>NDG</sup>defendants<sup>8</sup>, <sup>NDG</sup>RICK BENAVIDEZ<sup>8</sup> and <sup>NDG</sup>DAMIAN MARON<sup>8</sup>, knowingly and unlawfully executed and attempted to execute a scheme and artifice to obtain property owned by and under the custody and control of a financial institution by means of false and fraudulent pretenses, representations and promises, in that the defendants caused Person 1, whose identity is known to the grand jury, to make materially false statements to Sandia Laboratory Federal Credit Union in an application for a loan to purchase a 2007 Mercedes Benz automobile.

In violation of 18 U.S.C. §§ 1344(2) and 2. VOID [DE]SCRIPTION

Count 3 :Boxing :[un]derline.

On or about May 31, 2013, in the District of New Mexico, and elsewhere, <sup>NDG</sup>defendants<sup>8</sup>, <sup>NDG</sup>RICK BENAVIDEZ<sup>8</sup> and <sup>NDG</sup>DAMIAN MARON<sup>8</sup>, knowingly and unlawfully executed and attempted to execute a scheme and artifice to obtain property owned by and under the custody and control of a financial institution by means of false and fraudulent pretenses, representations and promises, in that the defendants caused Person 1, whose identity is known to the grand jury,

to make materially false statements<sup>8</sup> to New Mexico Educators Federal Credit Union in an application for a loan to purchase a 2007 Mercedes Benz automobile.

In violation of 18 U.S.C. §§ 1344(2) and 2. VOID [DE]SCRIPTION

:void continuam space

A TRUE BILL:

:void-autograph by the live man/woman

/s/

FOREPERSON OF THE GRAND JURY

:void-sign

Assistant United States Attorney

[is Plaintiff and counsel same party?]

2/22/2019 11:56 AM

\*\*\*STOP-AND-CORRECT :For the voidance of perjury, show me the laws, codes, statutes, rules, articles, regulations, ordinances, acts, legislation written in the correct-sentence-structure-communication-parse-syntax-grammar. FOR THE DEFINITIONS: ~0 conjunction, ~1 adverb, ~2 verb (by modification), ~3 adjective, ~4 pronoun, ~5 (pre)position ~6 article, ~7 noun, ~8 past time, ~9 future time.

Symbol use is with the correction-notice.

\_\_\_ = a negative prefix (underlined section of a word) = NO = No contract.

~ ND = non-defined terms = non defined symbol = No contract.

~ NDG = a Nom De Guerre - fiction name, not correct full name, dead fiction.

~// = Box= Boxing = removed from page section = No contract.

~VC = void continuum = double space/blank space area = No contract.

QICL Bona fide  
4013170 CONTRAL ALCO SA SUITE B II 139  
Albuquerque NM 87123

RECEIVED  
UNITED STATES DISTRICT COURT  
ALBUQUERQUE, NEW MEXICO  
DEC 05 2019  
MITCHELL R. ELLERS  
CLERK

US DISTRICT COURT CLERK  
MITCHELL R. ELLERS  
PRIVATE DOCUMENTS FOR JUDGE WILLIAM R. JOHNSON  
333 Lomas Blvd NW #270  
Albuquerque, New Mexico 87102

